

No. 53.

UNITED STATES CIRCUIT COURT OF APPEALS,
FOR THE NINTH CIRCUIT.

TRANSCRIPT OF RECORD.

JOSEPH ALEXANDER ET AL.,
Plaintiffs in Error,

VS.

THE UNITED STATES.

Error to U. S. District Court, District of Idaho.

J. R. BRODIE & CO., PRINTERS, 401-403 SA. SOME ST., S. P.

FILED
APR - 7 1893

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*United States Circuit Court of Appeals, for the Ninth
Circuit.*

JOSEPH ALEXANDER, F. W. KETTENBACH, Adminis-
trator of W. F. Kettenbach, John H. Evans,
Ray Woodworth and J. D. C. Thiessen,
Plaintiffs in Error,

vs.

THE UNITED STATES,

Defendants in Error.

Writ of Error.

UNITED STATES OF AMERICA—SS.

The President of the United States to the Honorable,
the Judge of the District Court of the United States,
for the District of Idaho—Greeting:

Because in the records and proceedings as also in the
rendition of a judgment and decree of a plea which is in
the said District Court before you, between the United
States, plaintiff, and Joseph Alexander, F. W. Ketten-
bach, Administrator of W. F. Kettenbach, John H.
Evans, Ray Woodworth and J. D. C. Thiesen, defend-
ants, a manifest error hath happened to the great damage
of said defendants, as by their complaint appears:

We being willing that error, if any hath been, should
be duly corrected and full and speedy justice done to the
parties aforesaid, in this behalf, do command you, if
judgment be therein given, that then under your seal,
distinctly and openly, you send the records and proceed-
ings aforesaid, with all things concerning the same, to the
United States Circuit Court of Appeals, for the Ninth

Circuit, together with this Writ, so that you have the same at the City of San Francisco, in the State of California, on the 2nd day of May, next, in the said United States Circuit Court of Appeals, to be then and there held, that the record and proceedings aforesaid, being inspected, the said United States Circuit Court of Appeals may cause further to be done therein, to correct that error what of right and according to the laws and customs of the United States should be done.

Witness, the Honorable Melville W. Fuller, Chief Justice of the Supreme Court of the United States, this the 2nd day of April, in the year of our Lord, 1892.

(Seal)

A. L. RICHARDSON, Clerk.

Honorable JAMES H. BEATTY, Judge.

Service of the foregoing Writ of Error by copy, admitted this 2nd day of April, 1892.

FREMONT WOOD, U. S. Attorney for Idaho.

[Endorsed]: Filed on return, April 2nd, 1892. A. L. Richardson, Clerk.

In the District Court of the First Judicial District of Idaho Territory, sitting for the trial of causes arising under the Constitution and laws of the United States.

THE UNITED STATES,

Plaintiff,

vs.

JOSEPH ALEXANDER, JOHN H. EVANS,

RAY WOODWORTH, WILLIAM F. KET-

TENBACK AND J. D. C. THIRSEN,

Defendants.

Complaint.

The plaintiff complains and alleges:

I.

That at all times hereinafter mentioned, one Isaac W. Hibbs was the duly appointed, qualified and acting Postmaster at Lewiston, in Nez Perce County, Idaho Territory.

II.

That on the 1st day of February, 1884, the said Isaac N. Hibbs, being by law required to give to the United States a bond with sufficient sureties for the faithful performance of his duties as postmaster at said place, did, together with the defendants herein, Joseph Alexander, John H. Evans, Ray Woodworth, William F. Kettenback and J. D. C. Thirssen, at the town of Lewiston, aforesaid, execute and deliver to the plaintiff their certain bond or writing obligatory, in the penal sum of ten thousand dollars, and on which said bond, or writing obligatory, the said Hibbs is principal and the said defendants herein and each of them are sureties, a copy of which said bond or writing obligatory is hereunto annexed, marked "Exhibit A," and made a part of this complaint, and which said bond was duly accepted by the plaintiff.

III.

That between the 1st day of April, 1884, and the 25th day of June, 1885, inclusive, the said Isaac N. Hibbs as Postmaster as aforesaid, received into his possession as such Postmaster large amounts of money belonging to the plaintiff, and that he failed to account to plaintiff out of said moneys so received as aforesaid on behalf of plaintiff for the sum of twenty thousand six hundred and forty-five and 28-100 dollars, and has not paid said sum to plaintiff, nor any part thereof, the said

money being the property then and there of the plaintiff.

IV.

That the defendants hereby became indebted to plaintiff in the sum of ten thousand dollars.

V.

That on the 27th day of February, 1886, Charles G. Kress, the duly appointed and acting Postmaster at Lewiston aforesaid, being empowered and authorized by the plaintiff so to do, made demand upon said Hibbs for said sum of \$20,645.28, and did also on said dates make demand upon the defendants herein, and each of them for said sum; that neither said Hibbs nor said defendants, nor either of them, have paid said sum, nor any part thereof, nor has any one paid the same on their behalf; but that they, and each of them, have failed and refuse to pay the same, and still fail and refuse to pay the same.

Wherefore plaintiff demands judgment against defendants for said sum of ten thousand dollars, the penalty of said bond, and for costs.

JAMES H. HAWLEY,

United States District Attorney for Idaho, Attorney for Plaintiff.

“EXHIBIT A.”

Know all men by these presents :

That we, Isaac N. Hibbs, of Lewiston, in the County of Nez Perces, State of Idaho, and J. Alexander, J. H. Evans, Ray Woodworth, W. F. Kettenback and J. D. C. Thirssen, all of Lewiston, Nez Perces County, Idaho, Territory of, County of, State

of, are held and firmly bound unto the United States of America in the just and full sum of ten (\$10,000) thousand dollars; for payment whereof well and truly to be made we bind ourselves, our heirs, executors and administrators, jointly and severally, by these presents.

In witness whereof we have hereunto subscribed our names and affixed our seals this first day of February, in the year of our Lord one thousand eight hundred and eighty-four.

Whereas, the above bounden I. N. Hibbs was appointed Postmaster at Lewiston as aforesaid on the 18th day of January, 1884, by and with the advice and consent of the Senate of the United States, now the condition of this obligation is such that if the said Isaac N. Hibbs shall faithfully discharge all the duties and trusts imposed on him either by law or the rules and regulations of the Postoffice Department, and faithfully once in three months, or oftener if thereto required, render accounts of his receipts and expenditures as Postmaster to the Postoffice Department in the manner and form required by the Postmaster General, and shall pay the balance of all moneys that shall come to his hands from postage collected, postage stamps and stamped envelopes sold or money orders issued by him, or from any other source connected with the postal service, in the manner prescribed by the Postmaster General for the time being, and shall keep safely, without loaning, using, depositing in other banks or exchanging for other funds than as allowed by law, all the public money collected by him, or otherwise at any time placed in his possession and custody till the

same is ordered by the Postmaster General to be transferred or paid out; and when such orders for transfer or payment are received shall faithfully and promptly make the same as directed, and shall also faithfully do and perform all of the duties and obligations imposed upon or required of him by law or the rules and regulations of the department in connection with the money order business; and shall also faithfully do and perform as agent and depository for the Postoffice Department all such acts and things as may be required of him by the Postmaster General; and moreover shall faithfully account with the United States in the manner directed by the said Postmaster General for all moneys, postage stamps, stamped envelopes, postal cards, bills, bonds, notes, drafts, receipts, vouchers, money orders, blanks, mail keys, maps and other property and papers which he as Postmaster or as agent and depository as aforesaid shall receive for the use and benefit of the said Postoffice Department, then the above obligations shall be void, otherwise of force. And it is hereby expressly agreed and stipulated that in case the said Isaac N. Hibbs, Postmaster, shall during his term of office execute a new bond with different sureties all the parties to the above obligation shall be held and bound for all charges against the said Postmaster up to the end of the quarter during which such new bond shall be executed, and the acceptance of such new bond, whenever the same may be signified by the Postmaster General, shall date from the last day of such quarter.

Witness to the signatures:

Thomas Hunt.

P. M. ISAAC N. HIBBS. (Seal)

	Sureties: JOSEPH ALEXANDER, (Seal.)
	JOHN H. EVANS, (Seal,)
Peter M. Davis,	RAY WOODWORTH, (Seal.)
J. C. Hattabaugh,	WM. F. KETTENBACK, (Seal.)
	J. D. C. THIRSSSEN, (Seal.)

IDAHO TERRITORY, ss.

I hereby certify that J. Alexander, J. H. Evans, Ray Woodworth, W. F. Kettenback and J. D. C. Thirssen, the sureties above named, and who have signed the foregoing bond, are responsible and sufficient to insure the payment of double the entire penalty named therein.

Witness my hand this 1st day of February, A. D. 1884.
(Seal.) H. SQUIER, Dist. Clerk.

STATE OF IDAHO TERRITORY, }
County of Nez Percés. } ss.

J. Alexander, J. H. Evans, Ray Woodworth, W. F. Kettenback and J. D. C. Thirssen, sureties, being duly sworn, depose and say, and each for himself deposes and says, he has executed the within bond, and that his place of residence is correctly stated therein; that he is a freeholder of said State, and that he is worth the sum here set against his name, over and above all debts and liabilities existing against him, and also, over and above whatever property the laws of the State exempt from levy or sale, the total sum thus assured amounting to twenty (\$20,000.00) thousand dollars.

Joseph Alexander—\$4000.00—Four Thousand Dollars.

John H. Evans—\$4000.00—Four Thousand Dollars.

Ray Woodworth—\$4000.00—Four Thousand Dollars.

William F. Kettenback—\$4000.00—Four Thousand Dollars.

J. D. C. Thirssen—\$4000.00—Four Thousand Dollars.

Subscribed and sworn to before me this 1st day of February, 1884.

In witness whereof I have hereunto set my hand as clerk, and affixed official seal of said Court on this 1st day of February, 1884.

(Seal.)

H. SQUIER, Clerk.

POSTMASTER'S OATH.

I, Isaac N. Hibbs, having been appointed Postmaster at Lewiston, in the County of Nez Perces, and Idaho Territory, do solemnly swear (or affirm) that I will faithfully perform all the duties required of me, and abstain from everything forbidden by the laws in relation to the establishment of Postoffices and Post Roads within the United States; and I will honestly and truly account for and pay over any moneys belonging to the said United States which may come into my possession or control; and I also further swear (or affirm) that I will support the Constitution of the United States: So help me God.

ISAAC N. HIBBS, P. M.

Sworn before me, the subscriber, a U. S. Dist. Clerk, for the 1st Dist. Idaho Ty., this 1st day of February, A. D. 1884; and I certify that to the best of my knowledge and belief, the person above named is of an age at which he is competent to contract by deed under the laws of this State.

H. SQUIER, Clerk.

[Endorsed.] Lewiston. Idaho. Nez Perces County.

P. \$6000.00.

M. O. \$4000.00.

Confirmed, Jan. 18th, 1884.

Date of Bond, Feb. 1st, 1884.

Bond approved, Feb. 13th, 1884.

Date of Commission, Feb. 16th, 1884.

Principal Assistant Postmaster, Luther P. Wilmot.

W. P. Hunt, Res.

[Endorsed as follows]: In the District Court, First Judicial District of Idaho Territory. Sitting for Trial of U. S. Causes. The United States, Plaintiff, vs. Joseph Alexander et al., Defendants. Complaint. Filed Aug. 14th, 1886. H. Squier, Clerk. James H. Hawley, U. S. Atty. for Idaho, Atty. for Plaintiff.

In the United States District Court, of the First Judicial District of Idaho Territory.

THE UNITED STATES,	}
Plaintiff,	
vs.	
JOS. ALEXANDER, ET AL.,	
Defendants.	}

Summons.

To Joseph Alexander, John H. Evans, Ray Woodworth, Wm. Kettenback, and J. D. C. Thirssen, Defendants.
The President of the United States:

You are hereby notified that there is now on file in the office of the Clerk of the U. S. District Court of the First Judicial District of said Territory, in Lewiston, County of Nez Perce, the complaint of the above named plaintiff wherein judgment is demanded against you jointly and severally as sureties on the official bond as Postmaster of Isaac N. Hibbs, Postmaster at Lewiston, Nez Perce County, Idaho Territory, in the sum of ten thousand dollars, said Isaac N. Hibbs as said Postmas-

ter, being an alleged defaulter in the sum of twenty thousand six hundred and forty-five and 28-100 dollars. And you are also notified that unless you appear and answer to said complaint within ten days after the service hereof, if served within Nez Perce County, and within twenty days, if served out of said county, but within said Judicial District, and within forty days if served out of said District (exclusive of the day of service), the plaintiff will take a default against you, and apply to the Court for the relief demanded in said complaint.

Given under my hand and the seal of the U. S. District Court, of the First Judicial District of Idaho Territory, this 26th day of August, A. D. 1886.

(Seal.)

H. SQUIER, Clerk.

OFFICE OF THE MARSHAL	}	1st Dist. of Idaho.
Of the County of Nez Perce.		

I hereby certify that I received the within summons on the 6th day of September, A. D. 1886, and personally served the same on the 6th day of September, A. D. 1886, on Joseph Alexander, John H. Evans, Ray Woodworth, Wm. F. Kettenbach and J. D. C. Thiessen, being the defendants named in the said summons, by delivering to and leaving with said defendants personally, in the 1st Dist. of Idaho, County of Nez Perce, a copy of said summons, and with defendants Ray Woodworth and Wm. F. Kettenbach a true and correct copy of the complaint in the action named in said summons.

Dated this 6th day of September, A. D. 1886.

EZRA BAIRD, U. S. Marshal Dist. of Idaho.

[Endorsed as follows:] Original. Summons. U. S. Dist. Court, 1st District of Idaho. The United States, Plaintiff, against Joseph Alexander, et al., Defendants. Filed on return Sept. 6th, 1886. H. Squier, Clerk. James H. Hawley, Attorney for Plaintiff.

In the District Court of the First Judicial District of Idaho Territory, sitting for the trial of causes arising under the Constitution and laws of the United States.

UNITED STATES,

Plaintiff,

vs.

JOSEPH ALEXANDER, JOHN H. EVANS,

RAY WOODWORTH, WILLIAM F. KET-

TENBACH AND J. D. C. THIESSEN,

Defendants.

**Amended and Supplemental Answer filed by
Consent.**

Joseph Alexander, Ray Woodworth, Wm. F. Kettenbach and J. D. C. Thiessen, defendants above named, for answer to the complaint say:

1st. They admit the allegations contained in the first and second paragraphs of the plaintiff's complaint, and deny all the allegations contained in the third, fourth and fifth paragraphs of the said complaint.

2nd. For a separate and further answer to the said complaint, defendants say: That their contract as sureties must be strictly construed, and their liability cannot be extended by implication beyond its terms. That the said Hibbs having been regularly tried and convicted and being now incarcerated in the penitentiary for the forgery

of certain postoffice money orders, they are not liable for any money collected by him upon the said forged money orders, and are only liable for the failure of the said Hibbs to account to the plaintiff for any money received by him in the line of his official duty as such postmaster.

3rd. For a separate and further answer to said complaint, defendants say: That there was no legal liability upon the plaintiff to pay the said forged postoffice money orders, and having voluntarily paid the same after it had received due notice that they had been forged, it cannot be allowed now to hold the defendants responsible for its own wrongful act.

4th. For a separate and further answer to said complaint, defendants say: That at the time the said bond of the said Hibbs as such postmaster, upon which these defendants became bound as sureties was accepted by the plaintiff, the said plaintiff made the following endorsement thereon, to-wit: "M. O. \$4,000; P. O. \$6,000," the effect of which endorsement was to apportion the liability, to modify the terms of the contract and to provide that the obligors in said bond so far as postoffice money orders were concerned should only be liable to the extent of \$4,000, and so far as the postoffice fund was concerned, should only be liable to the extent of \$6,000. That the amount unlawfully appropriated from the money order fund having been obtained upon forged money orders, these defendants are not liable for the same and are only liable, if at all, for the sum of \$295.32, unlawfully appropriated by the said Hibbs from the postoffice fund.

5th. For a separate and further answer to the said Complaint the defendants say: That if they are liable

at all they are only liable for the penalty of said bond, and they are entitled to have applied as a credit upon the same the sum of \$10,573.35, recovered by the plaintiff through the active agency of one of the defendants from the person of the said Hibbs 'at the time of his capture in British Columbia, the sum of \$600 collected by the plaintiff from the Stockgrowers' National Bank in Pueblo, Colo., and the sum of \$600 collected by the plaintiff from the First National Bank of Yankton, Dakota.

They, therefore, pray that the said complaint may be dismissed at the cost of the plaintiff.

JAS. W. REID,

Attorney for Joseph Alexander, Ray Woodworth, Wm. F. Kettenbach and J. D. C. Theissen.

[Endorsed as follows]: In the District Court, First Judicial District. United States vs. Joseph Alexander and others. Amended Answer of Joseph Alexander, Ray Woodworth, W. F. Kettenbach, J. D. C. Theissen. Filed November 1st, 1888. F. H. Grierson, Clerk District Court. Jas. W. Reid, Attorney for above named Defendants.

OFFICE OF THE SHERIFF	}	SS.
OF THE COUNTY OF NEZ PERCE,		
TERRITORY OF IDAHO.		

I hereby certify that I received the within Amended Answer on the 9th day of November, 1888, and personally served the same on the 9th day of November, 1888, on A. Quackenbush, being the attorney for the plaintiff in said action, by delivering to and leaving with said A.

Quackenbush, attorney, in said County of Nez Perce,
a true and correct copy of said Amended Answer.

Dated 9th day of November, 1888.

EZRA BAIRD, U. S. Marshal.

By A. D. Greene, Deputy.

Mileage...\$0.20.

Service... 0.50.

Total...\$0.70.

*In the District Court of the First Judicial District of
Idaho Territory, sitting for the Trial of
United States Causes.*

Verdict.

THE UNITED STATES,

Plaintiff,

vs.

JOSEPH ALEXANDER, JOHN H. EVANS,
RAY WOODWORTH, WM. F. KETTEN-
BACH and J. D. C. THIESSEN,

Defendants.

By direction of the Court, we, the jury, find in the
above entitled action for the plaintiff in the sum of ten
thousand dollars (\$10,000).

Dated November 24, 1888.

Foreman, CHARLES SWAIN.

[Endorsed]: Filed November 24, 1888. F. H. Grier-
son, Clerk District Court.

In the District Court of the First Judicial District of the Territory of Idaho, sitting for the trial of U. S. Causes.

THE UNITED STATES,

Plaintiff,

vs.

JOS. ALEXANDER, RAY WOODWORTH, WM.

F. KETTENBACH, JOHN H. EVANS &

J. D. C. THIESSEN, Defendants.

**Judgment on Verdict in Open Court,
November, 24th, 1888.**

This action came on regularly for trial. The said parties appeared by their attorneys, J. H. Hawley, U. S. Att'y. Esq., counsel for plaintiff, and N. Buck, J. W. Ried, Jasper Rand & P. T. Tillinghast, for defendants. A jury of twelve persons was regularly empaneled and sworn to try said action. Witnesses on the part of plaintiff and defendants were sworn and examined. After hearing the evidence, the Court directed the jury to find for the plaintiffs, in the sum of ten thousand dollars (\$10,000).

Wherefore, by virtue of the law, and by reason of the premises aforesaid, it is ordered, adjudged and decreed that said plaintiff have and recover from said defendants, the sum of ten thousand dollars (\$10,000), costs and disbursements incurred in this action, amounting to the sum of.....dollars.

F. H. GRIERSON,

Clerk Dist. Court, 1st. Jud. Dist. of Idaho.

Judgment recorded the 24th day of November, 1888.
Book D., Page 73.

[Endorsed as follows]: No. 16. District Court, 1st Judicial District, sitting for trial of U. S. Causes. The

U. S., Plaintiff, vs. Jos. Alexander, Ray Woodworth,
Wm. F. Kettenbach, J. H. Evans & J. D. C. Thiessen,
Defendants. Judgment on verdict Filed Nov. 24th, 1888.
F. H. Grierson, Clerk.

*In the District Court of the First Judicial District of
Idaho, sitting for trial of United States Causes.*

THE UNITED STATES,

Plaintiff,

vs.

JOSEPH ALEXANDER, W. F. KETTENBACH,
JOHN H. EVANS, RAY WOODWORTH
AND J. D. C. THIESSEN, Defendants.

Notice of Intention to Move for New Trial.

To James H. Hawley, Attorney for Plaintiff.

Take notice that Joseph Alexander, W. F. Kettenbach, John H. Evans, Ray Woodworth and J. D. C. Thiessen, defendants, intend to move the Court to vacate and set aside the verdict rendered in the above cause, upon the following grounds, to-wit:

- I. Insufficiency of the evidence to justify the verdict.
- II. Errors in law, occurring at the trial and excepted to by the defendants.

Said motion will be made upon a statement of the case and the records.

JAS. W. RIED, JASPER RAND,

NORMAN BUCK, PHILLIP TILLINGHAST,

Attorneys for Defendants.

[Endorsed as follows]: In the District Court of the First Judicial District of Idaho, sitting for trial of U. S. Causes. The United States vs. Joseph Alexander, et al. Notice of motion to move for new trial. Filed Dec. 1st, 1888. F. H. Grierson, Clerk Dist. Court. Copy mail Dec. 1, '88 at 5:30 P. M. F. H. G. Jas. W. Ried, Jasper Rand, Phillip Tillinghast, Norman Buck, Att's for Defendants.

In the District Court of the First Judicial District of Idaho Territory, sitting for the trial of United States Causes.

THE UNITED STATES,

Plaintiff,

vs.

JOSEPH ALEXANDER, JOHN H. EVANS,
RAY WOODWORTH, WM. F. KETTEN-
BACH AND J. D. C. THIESSEN,

Defendants.

Statement of Case.

This is an action against the defendants as sureties upon the official bond of I. N. Hibbs, late postmaster at Lewiston, Idaho Territory, to recover the sum of ten thousand dollars alleged to be due on the bond of said postmaster.

*In the District Court of the First Judicial District of Idaho
Territory, sitting for the trial of Causes arising
under the Constitution and Laws of
the United States.*

THE UNITED STATES,

Plaintiff,

vs.

JOSEPH ALEXANDER, JOHN H. EVANS,
RAY WOODWORTH, WILLIAM F. KET-
TENBACH, AND J. D. C. THIESSEN,
Defendants.

Complaint.

The plaintiff complains and alleges:

I.

That at the time hereinafter mentioned, one Isaac N. Hibbs was the duly appointed, qualified and acting Postmaster at Lewiston, in Nez Perce County, Idaho Territory.

II.

That on the 1st day of February, 1884, the said Isaac N. Hibbs, being by law required to give to the United States a bond with sufficient sureties for the faithful performance of his duties as Postmaster at said place, did, together with the defendants herein, Joseph Alexander, John H. Evans, Ray Woodworth, William F. Kettenbach and J. D. C. Thiessen, at the town of Lewiston aforesaid, execute and deliver to the plaintiff their certain bond or writing obligatory in the penal sum of ten thousand dollars and on which said bond or writing obligatory the said Hibbs is principal, and the said defendants herein, and

each of them, are sureties, a copy of which said bond or writing obligatory is hereunto annexed, marked "Exhibit A," and made a part of this complaint, and which said bond was duly accepted by the plaintiff.

III.

That between the 1st day of April, 1884. and the 25th day of June, 1885, inclusive, the said Isaac N. Hibbs, as Postmaster aforesaid, received into his possession as such postmaster, large amounts of money belonging to the plaintiff, and that he failed to account to plaintiff out of said moneys so received as aforesaid on behalf of plaintiff, for the sum of twenty thousand six hundred and forty-five and 28-100 dollars, and has not paid said sum to plaintiff, nor any part thereof, the said money being the property then and there of the plaintiff.

IV.

That the defendants thereby became indebted to plaintiff in the sum of ten thousand dollars.

V.

That on the 27th day of February, 1886, and on the 15th day of June, 1886, Charles G. Kress, the duly appointed and acting postmaster at Lewiston aforesaid, being empowered and authorized by the plaintiff so to do, made demand upon said Hibbs for said sum of \$20,645.28-100, and did also on said dates make demand upon the defendants herein, and each of them, for said sum; that neither said Hibbs, nor said defendants, nor either of them, have paid said sum nor any part thereof, nor has any one paid the same on their behalf; but that they and each of them

have failed and refused to pay the same, and still fail and refuse to pay the same.

Wherefore plaintiff demands judgment against the defendants for said sum of ten thousand dollars, the penalty of said bond, and for costs.

JAS. H. HAWLEY,

U. S. District Attorney for Idaho, Atty for Plaintiff.

[Endorsed as follows]: In the District Court, First Judicial District of Idaho Territory, sitting for trial of U. S. Causes. The United States, Plaintiff, vs. Joseph Alexander et al., Defendants. Complaint filed Aug. 14th, 1886. H. Squires, Clerk. Jas. H. Hawley, U. S. Atty. for Idaho, Atty. for Plff.

(Copy.)

Chief Clerk. Form 1,026.

Certificate of Copy of Bond.

Plff's Ex. A.

Nov. 23, '88.

J. L. L.

J.

OFFICE OF THE AUDITOR OF THE TREASURY }
FOR THE POSTOFFICE DEPARTMENT. }

I, D. McConville, Auditor of the Treasury for the Postoffice Department, do hereby certify the annexed to be a true and correct copy of the original bond dated February 1st, 1884, of Isaac N. Hibbs, late Postmaster at Lewiston, in the Territory of Idaho, pertaining to his accounts in the office of the Sixth Auditor of the Treasury.

In testimony whereof I have hereunto signed my name and caused to be affixed my seal of office at the

City of Washington, this eighth day of July in the year of our Lord one thousand eight hundred and eighty-six.

(Seal)

D. McCONVILLE,

Sixth Auditor and Auditor of the Treasury for the Post-office Department.

Plff's Ex. A.

Nov. 23, '88.

J. L. L.

J.

Know all men by these presents:

That we, Isaac N. Hibbs, of Lewiston, in the County of Nez Perce, Ter. of Idaho, and J. Alexander, J. H. Evans, Ray Woodworth, W. F. Kettenbach and J. D. C. Thiessen, all of Lewiston, Nez Perce County, Idaho, Territory of, County of, State of, are held and firmly bound unto the United States of America in the just and full sum of ten (\$10,000) thousand dollars; for the payment whereof well and truly to be made we bind ourselves, our heirs, executors and administrators, jointly and severally by these presents.

In witness whereof we have hereunto subscribed our names and affixed our seals this first day of February, in the year of our Lord one thousand eight hundred and eighty-four.

Whereas, the above bounden I. N. Hibbs was appointed Postmaster at Lewiston, as aforesaid, on the eighteenth day of January, 1884, by and with the advice and consent of the Senate of the United States.

Now, the condition of this obligation is such that if the said Isaac N. Hibbs shall faithfully discharge all the

duties and trusts imposed on him, either by law or the rules and regulations of the Postoffice Department, and faithfully once in three months, or oftener if thereto required, render accounts of his receipts and expenditures as Postmaster to the Postoffice Department in the manner and form prescribed by the Postmaster General, and shall pay the balance of all moneys that shall come to his hands from postage collected, postage stamps and stamped envelopes sold, or money orders issued by him, or from any other source connected with the postal service in the manner prescribed by the Postmaster General for the time being, and shall keep safely, without loaning, using, depositing in other banks or exchanging for other funds than as allowed by law, all the public moneys collected by him, or otherwise at any time placed in his possession and custody till the same is ordered by the Postmaster General to be transferred or paid out; and when such orders for transfer or payment are received shall faithfully and promptly make the same as directed; and shall also faithfully do and perform all of the duties and obligations imposed upon or required of him by law or the rules and regulations of the department in connection with the money order business; and shall also faithfully do and perform as agent and depository for the Postoffice Department all such acts and things as may be required of him by the Postmaster General; and, moreover, shall faithfully account with the United States in the manner directed by the said Postmaster General for all moneys, postage stamps, stamped envelopes, postal cards, bills, bonds, notes, drafts, receipts, vouchers, money orders, blanks, mail keys, maps and other property and papers

which he as Postmaster or as agent and depository, as aforesaid, shall receive for the use and benefit of the said Postoffice Department, then the above obligation shall be void, otherwise of force. And it is hereby expressly agreed and stipulated, and in case the said Isaac N. Hibbs, Postmaster, shall during his term of office execute a new bond with different sureties, all the parties to the above obligations shall be held and bound for all charges against the said Postmaster up to the end of the quarter during which such new bond shall be executed; and the acceptance of such new bond, whenever the same may be signified by the Postmaster General shall date from the last day of such quarter. P. M. ISAAC N. HIBBS. (Seal)
 Witness to the signatures:

Thos. Hunt.

	Sureties:	JOSEPH ALEXANDER. (Seal)
		JOHN H. EVANS, (Seal)
Peter M. Davis,		RAY WOODWORTH, (Seal)
S. C. Hattenbaugh.		WM. F. KETTENBACH, (Seal)
		J. D. C. THIESSEN, (Seal)

IDAHO TERRITORY, ss.

I hereby certify that J. Alexander, J. H. Evans, Ray Woodworth, W. F. Kettenbach and J. D. C. Thiessen, the sureties above named, and who have signed the foregoing bond, are responsible and sufficient to insure the payment of double the entire penalty named therein.

Witness my hand this 1st day of Feb., A. D. 1884.
 (Seal)

H. SQUIRE, Clerk.

STATE OF IDAHO TERRITORY, }
 County of Nez Perce. } ss.

J. Alexander, J. H. Evans, Ray Woodworth, W. F.

Kettenbach and J. D. C. Thiessen sureties, being duly sworn, depose and say, and each for himself deposes and says he has executed the within bond, and that his place of residence is correctly stated therein; that he is a free holder of said State, and that he is worth the sum here set against his name over and above all debts and liabilities existing against him, and also over and above whatever property the laws of the State exempt from levy or sale, the total sum thus assured amounting to (\$20,000) twenty thousand dollars.

Joseph Alexander, \$4,000, four thousand doll.

John H. Evans, \$4,000, four thousand doll.

Ray Woodworth, \$4,000, four thousand doll.

Wm. F. Kettenbach, \$4,000, four thousand doll.

J. D. C. Theissen, \$4,000, four thousand doll.

Subscribed and sworn to before me this 1st day of Feb. 1884.

In witness whereof I have hereunto set my hand as Clerk and affixed my official seal of said Court on the 1st day of February, 1884.

(Seal)

H. SQUIRE, Clerk.

POSTMASTER'S OATH.

This oath must be executed by the Postmaster at the time of execution of bond.

I, Isaac N. Hibbs, having been appointed Postmaster at Lewiston, in the County of Nez Perce, Idaho Territory, do solemnly swear (or affirm) that I will faithfully perform all the duties required of me, and abstain from everything forbidden by the laws in relation to the establishment of Postoffices and Post Roads within the United States; and that I will honestly and truly account for

and pay over any moneys belonging to the said United States which may come into my possession or control; and I also further swear (or affirm) that I will support the Constitution of the United States. So help me God.

ISAAC N. HIBBS, P. M.

Sworn before me the subscriber, a U. S, Dist. Clerk for the First Dist. Idaho Ty. this 1st day of Feb. A. D. 1884, and I certify to the best of my knowledge and belief, the person above named is of an age at which he is competent to contract by deed under the laws of this State.

H. SQUIRE, Clerk.

[Endorsements]: Lewiston, Idaho, Nez Perce County.

P. \$6,000.00—M. O. \$4,000.00.

Confirmed January 18th, 1884.

Date of bond Feb. 1st, 1884.

Bond approved Feb. 13th, 1884.

“Exhibit A.”

Principal Assistant Postmaster, Luther P. Wilmot.

W. P. Hunt, Res.

Date of Commission, Feb. 16th, 1884.

W. Q. C., Postmaster General.

Presidential confirmation.

—

*In the District Court of the First Judicial District of Idaho
Territory, sitting for the trial of Causes arising
under the Constitution and Laws of
the United States.*

THE UNITED STATES,

Plaintiff,

vs.

JOSEPH ALEXANDER, JOHN H. EVANS,

RAY WOODWORTH, WM. F. KETTEN-

BACH, AND J. D. C. THIESSEN,

Defendants.

Amended and Supplemental Answer filed by consent, Joseph Alexander, Ray Woodworth, Wm. F. Kettenbach and J. D. C. Thiessen, defendants above named, for answer to the complaint, say:

1. They admit the allegations contained in the first and second paragraphs of the Plaintiff's complaint, and deny all the allegations contained in the third, fourth and fifth paragraphs of the said complaint.

2. For a separate and further answer to the said complaint, defendants say: That their contract as sureties must be strictly construed, and their liability cannot be extended by implication beyond its terms; that the said Hibbs having been regularly tried and convicted, and being now incarcerated in the penitentiary for the forgery of certain Postoffice money orders, they are not liable for any money collected by him upon the said forged money orders, and are only liable for the failure of the said Hibbs to account to the plaintiff for money received by him in the line of his official duty as such postmaster.

3. For a separate and further answer to said complaint, defendants say: That there was no legal liability upon the plaintiff to pay the said forged postoffice money orders, and having voluntarily paid the same after it had received due notice that they had been forged, it cannot

be allowed now to hold the defendants responsible for its own wrongful act.

4. For a separate and further answer to said complaint, defendants say: That at the time the said bond of the said Hibbs as such Postmaster upon which these defendants became bound as sureties was accepted by the plaintiff, the said plaintiff made the following endorsements thereon, to-wit: " M. O. \$4000. P. O. \$6000 " the effect of which endorsement was to apportion the liability to modify the terms of the contract, and to provide that the obligors in said bond, so far as Postoffice money orders were concerned, should only be liable to the extent of \$4000, and so far as Postoffice fund was concerned, should only be liable to the extent of \$6000. That the amount unlawfully appropriated from the money order fund having been obtained upon forged money orders, these defendants are not liable for the same, and are only liable, if at all, for the sum of \$295.32 unlawfully appropriated by the said Hibbs from the Postoffice fund.

5. For a separate and further answer to the said complaint, the defendants say: That if they are liable at all, they are only liable for the penalty of the said bond, and they are entitled to have applied as a credit upon the same, the sum of \$10,573.35, recovered by the plaintiff through the active agency of one of the defendants, from the person of the said Hibbs at the time of his capture in British Columbia; the sum of \$600 collected by the plaintiff from the Stockgrowers' National Bank in Pueblo, Colorado, and the sum of \$600 collected by the plaintiff from the First National Bank of Yankton, Dakota.

They therefore pray that the said complaint may be dismissed at the cost of the plaintiff.

JAS. W. REID,

Attorney for Joseph Alexander, Ray Woodworth, Wm. F. Kettenbach, and J. D. C. Thiessen.

[Endorsed as follows]: In the District Court, First Judicial District. United States vs. Joseph Alexander, et al. Amended Answer of Joseph Alexander, Ray Woodworth, W. F. Kettenbach and J. D. C. Thiessen. Filed Nov. 1, 1888. F. H. Grierson, Clerk Dist. Court. Copy. Jas. W. Reid, Atty. for above named defendants.

*In the District Court of the First Judicial District of
Idaho Territory, Sitting for the Trial of
Causes Arising Under the Constitution
and Laws of the United States.*

THE UNITED STATES,

Plaintiff,

vs.

JOSEPH ALEXANDER, JOHN H. EVANS,
RAY WOODWORTH, WM. F. KITTEN-
BACH, and J. D. C. THIESSEN,
Defendants.

In the above entitled cause it is hereby agreed that the defendants therein can have leave to file an amended answer herein on or before the first day of Nov., 1888, and also leave to file amended answers in the several suits respectively pending against them individually by the Government of the United States by the same time, said

answers to be subject to all legal exceptions and objections as if filed under order of the Court.

October 18, 1888. JAMES H. HAWLEY,
U. S. Attorney.

JAMES W. REID,

Attorney for Jos. Alexander, W. F. Kettenbach, J. D. C. Thiessen, Ray Woodworth.

[Endorsed as follows]: The United States vs. Jos. Alexander and others. Agreement of Counsel to File Answer. Filed October 31, 1888. F. H. Grierson, Clerk District Court.

*In the District Court of the First Judicial District of
Idaho Territory, Sitting for the Trial of
Causes Arising Under the Constitution
and Laws of the United States.*

THE UNITED STATES,

Plaintiff,

vs.

JOSEPH ALEXANDER, JOHN H. EVANS,

RAY WOODWORTH, and J. D. C.

THIESSEN,

Defendants.

Demand of Copy of Accounts.

To James H. Hawley, Esq., United States District Attorney for Idaho Territory, and A. Quackenbush, Esq., Assistant United States District Attorneys, Attorneys for said plaintiff:

We hereby demand of you copies of the account and items thereof, of I. N. Hibbs, late Postmaster at Lewis-

ton, in Idaho Territory, referred to in the complaint in the above entitled action, and therein alleged and intended to be used by plaintiff on the trial of the issues in this cause; also a copy of the bond sued on in this action and referred to in said complaint and made part thereof.

Dated this 8th day of October, 1888.

JAS. W. REID,

Attorney for all Defendants except Jno. H. Evans.

Received Oct. 18th, 1888, and served the same day by delivering copies of the within notice to Jas. H. Hawley, Esq., United States District Attorney, and A. Quackenbush, Asst. United States District Attorney, to each of them and leaving the same with them.

EZRA BAIRD, U. S. Marshal,

By C. P. Coburn, Special Deputy.

[Endorsed as follows]: The U. S. vs.³ J. Alexander et al. Demand for copy of acs. Copy. Filed October 31st, 1888. F. H. Grierson, Clerk Dist. Court. Jas. W. Reid, Attorney for Defendants.

*In the District Court of the First Judicial District of
Idaho, sitting for the trial of United States Causes.*

THE UNITED STATES,

Plaintiff,

vs.

JOSEPH ALEXANDER, JOHN H. EVANS,

RAY WOODWORTH, WILLIAM F. KET-

TENBACH AND J. D. C. THIESSEN,

Defendants.

Minutes of the Trial.

At the opening of the trial it was stipulated by counsel

for all the defendants that the answer filed by J. W. Reid, Esq., of Counsel for some of the defendants, should be considered as the answer of all the defendants and all other answers were stricken out by the Court upon this stipulation.

Whereupon, counsel for the plaintiff moves the Court to strike out all of the answer filed by J. W. Reid, Attorney for the defendants heretofore stipulated to be the answer of all the defendants, except paragraph first of said answer.

Which motion to strike out the Court denied, to which ruling of the Court the plaintiff then and there excepted and the exception was allowed.

A jury of twelve men having been examined and passed for cause, and such jury having been accepted by the defendants, the plaintiff challenged M. J. Smith, preemptorily, whereupon the original panel being exhausted, the Court issued an open venire for five persons, before the return of the venire, one of the counsel for one of the defendants, stated that he would like to interpose a challenge to the original panel; the Court stated that it was too late after the jury had been accepted by the defendants to interpose such challenge and refused to receive the same.

The attorney for defendant replied that they had just discovered the objection which they desired to embody in their challenge.

The Court replied that it was too late and denied the challenge, to which the defendants excepted and the exception was allowed, whereupon the open venire have

been returned, L. D. Jameson was accepted by both parties as the twelfth juror.

The jury having been passed by both plaintiff and defendants, and being sworn, counsel for plaintiff read a copy of the complaint to the jury, to which the counsel for the defendants objected on the ground that the bond had not been made a part of the complaint. Which objection was overruled by the Court and excepted to by defendants, and the exception allowed.

Whereupon, in the opening statement of the case to the jury by plaintiff's counsel, in the course of his remarks, amongst other things by him uttered, the counsel said: "This case, to a great extent, so far as the plaintiff's side of it is concerned, depends upon documentary evidence, upon copies of the account of Mr. Hibbs while postmaster at Lewiston, kept by the accounting officers in Washington copies of such accounts, properly certified will be presented before you, and the Court, I expect will instruct you that such copies of accounts are proper evidence to be considered by you in reaching a verdict," to which words and the using thereof, the defendants objected. Objections overruled, exception taken and allowed.

Mr. Charles G. Kress being called as a witness on the part of the plaintiff, and being duly sworn, on his oath testified as follows:

Q. Where do you reside, and what is your occupation?

A. Lewiston, Idaho. My occupation is postmaster.

Q. How long have you been Postmaster? A. Since the 13th of June, 1885.

Q. Were you acquainted with Isaac N. Hibbs.

A. Yes.

Q. Who was Postmaster before you took possession of the postoffice ?

Counsel for the defendants object to the question on the ground that it is incompetent and immaterial, which objection is overruled by the Court, to which ruling the defendant then and there excepted, and exception allowed.

A. S. L. Thompson was acting Postmaster at that time.

Q. In whose place was he acting ?

Counsel for the defendants object to the question as immaterial and incompetent, which objection is overruled by the Court, to which ruling the defendants then and there except, which exception was allowed.

A. Isaac N. Hibbs.

Q. Did you ever receive any orders from the Post-office Department in regard to making any demands on Mr. Hibbs ?

Counsel for defendants object to the question because the orders are in writing, and are the best evidence, which objection is overruled by the Court, to which ruling the defendants then and there excepted, which exception was allowed.

A. I received orders from the Treasurer of the Post-office Department to collect money from Mr. Hibbs, Mr. Evans, Mr. Thiessen, Mr. Kettenbach and Mr. Joseph Alexander and Mr. Woodworth.

Q. Did you make such demands ? If so, when ?

A. I have made such demands on the 15th day of May, 1886.

Q. May or June? A. May or June. I think it was June.

Q. Did you ever make any other demand previous to this? A. I made demands previous to that.

Q. What month was that? A. I really cannot tell unless I had the paper. (Paper shown witness.) December 29th, 1885.

Q. That is a correct copy of the demand you made? A. Yes.

Q. And this (another paper shown witness)?

A. Yes, that is correct.

Plaintiff offers to introduce in evidence a copy of the bond given by the defendants, to which the defendants object on the ground that it is not set out in the Complaint, and therefore not admitted, which objection is overruled by the Court, and to which ruling the defendants except. The exception was allowed.

Also objected to by the defendants on the ground that there is no copy attached to the Complaint and because the certificate attached to the bond is signed "H. Squier, District Clerk," no officer of that kind being known to the law, which objection is overruled by the Court, to which defendants then and there except. Exception allowed. Also on the grounds that a copy of the bond as shown in the notice served on the District Attorney by the attorneys for the defendants and demanded therein, which notice was then and there read to the Court by counsel for the defendants, has not been furnished as therein demanded.

Which is overruled by the Court, to which ruling the

defendants excepts, which exception was allowed by the Court.

Whereupon a certified copy of a bond, with the certificate of the Auditor of the Treasury, under the seal of the Treasury Department of the United States, to the effect that it is a true and correct copy, is introduced in evidence by counsel for the plaintiff, and then and there marked "Exhibit A."

(Here take in Bond—Ex. "A.")

Plaintiff also offers and has introduced in evidence two orders for demands made upon the defendants, which orders are marked Exhibits "B" and "C." Objected to by defendants. Objection overruled. Excepted to by defendants, and exception allowed.

(Here take in Exhibits "B" and "C.")

CROSS-EXAMINATION BY MR. REID.

Q. As I understand, the only amount that Mr. Hibbs was due to the Government or the Postoffice here was \$292, and how many cents?

Plaintiff objects to question as not proper cross-examination. Objection overruled. Exception taken.

A. \$292.30.

Q. That was all you demanded? A. That was one of the demands I made.

Q. That was all the demand you made under this notice (showing one of the notices) is not that so?

A. Under this notice. Yes.

Q. That is all he was due, was it not?

Counsel for plff. objects to the question as immaterial and irrelevant, and not proper cross-examination. Objection sustained and exception taken. Whereupon counsel

for the plaintiff reads the bond to the jury, and refusing to read the certificate attached thereto, when asked to do so by the defendants, excepts, the defendants object, which objection being overruled by the Court, the defendants except, which exception is allowed.

Defendants also objected to the reading of the order demanding \$20,000 of defendants to the jury, which objection is overruled on the ground that the objection was not raised before the demand was introduced in evidence. To which ruling the defendants excepted, which exception was allowed.

The plff. then offered in evidence a copy of the money order account of I. N. Hibbs, late Postmaster at Lewiston, Idaho, with the United States, from April 12th, 1884, up to and including June 25th, 1885, the same being a transcript from the money order account books of the Post-office Department of the U. S., certified by the Sixth Auditor, under the seal of his office, and authenticated under the seal of the Treasury Department of the U. S.; and also a transcript of the current account of said Hibbs as such Postmaster, between said dates, also certified and authenticated as above stated.

To the introduction of said transcripts of accounts and of each of them, defendants object, on the grounds that copies of said accounts were demanded by the defendants, and notice of such demand was served upon Mr. Hawley and Mr. Quackenbush, his assistant, as shown by such notice now on file, and that copies were never furnished defendants; also on the ground that the suit is brought on what is judged to be forged money orders, that there is no copy of them set out.

The Court overruled the objection, and as part of the grounds for overruling the same, stated that this was a suit upon a bond, not upon an account, and therefore pl'ff could not be compelled to give defs. a copy of the items of account. That it does not appear that this suit is for forged money orders, and that if it did so appear, that there would not have been a necessity to have set them up in the complaint, and that it was too late to make such objection, in any event, after answer. That demand for items of accounts must be made by defendants or their Atty. and properly served; and that in this case it nowhere appears that J. W. Reid, Esq., who signed the demand for items of accounts, was an Atty. in this case at that time; and that there it does not appear that said notice of demand was ever served upon the plaintiff or pl'ff's Attorneys.

To which ruling the defendants excepted.

The said transcript of money order accounts of said I. N. Hibbs, Postmaster as aforesaid, was then introduced in evidence, and marked "Exhibit D," said account showing that on the 25th day of June, 1885, the said Hibbs was indebted to the United States on account of the money order business of said Lewiston Postoffice in the sum of \$20,349.96.

(Here take in "Exhibit D.")

The said transcript of current accounts of said Hibbs as Postmaster at said Lewiston was then introduced in evidence, showing that on said 25th day of June, 1885, said Hibbs was indebted to the United States on said account in the sum of \$292.30.

(Here take in "Exhibit E.")

Thereupon the plaintiff rests.

Mr. W. F. Kettenbach, being called as a witness on the part of the defense, and being duly sworn, testifies as follows:

Q. You are one of the defendants in this case, are you? A. Yes, sir.

Q. Go on and state to the Court and jury whether or not you had any conversation with Mr. Hibbs about the way his accounts became due.

Counsel for the plaintiff objects to the question as immaterial and incompetent, which objection is sustained by the Court, to which ruling the defendants except, and the exception was allowed.

Q. Go on and state anything you know pertinent to the issue here as to the liability of the sureties.

Counsel for the plaintiffs objects to the question as immaterial and incompetent, which objection the Court sustains, and to which ruling the defendants except, and the exception was allowed.

Q. State, if you know, whether the Government has received any amount on account of your liability as surety for Mr. Hibbs.

Counsel for the plaintiff objects to the question on the ground that the transcript from the Department of the United States cannot be attacked by oral testimony of any kind.

Objection overruled, to which defendant excepts, which exception was allowed.

A. The Government got——

The Court—Yes or no. The question is, do you know?

A. Well, I don't know how to answer that. I know they got some money.

Q. State whether the Government received any money on the accounts that have been stated here as due by Mr. Hibbs through your instrumentality or the instrumentality of the other sureties on his bond.

Counsel for the plaintiff objects to the question as incompetent and immaterial and irrelevant. Objection sustained, to which ruling the defendants except, which exception was allowed.

Q. State whether or not through your instrumentality, or that of any of the other sureties, any money was paid on the liability of Mr. Hibbs as Postmaster at Lewiston.

Counsel for the plaintiff objects to the question as incompetent, immaterial and irrelevant, which objection is sustained by the Court, to which ruling the defendants except, which exception is allowed.

Q. State whether or not, if you know, any money was stopped in the hands of Mr. Hibbs, and through your instrumentality, or that of the other sureties, was applied to his liability on his bond as Postmaster or on his account as Postmaster.

Counsel for the plaintiff objects to the question as incompetent and irrelevant and immaterial, which objection is sustained, to which ruling of the Court the defendant excepts, which exception was allowed.

Q. State whether or not you ever had any conversation with Mr. Hibbs as to how his liability as alleged in the complaint arose.

Counsel for the plaintiff objects to the question as ir-

relevant and immaterial, which objection is sustained by the Court, and to which ruling of the Court the defendants except, which exception was allowed.

Q. When Mr. Hibbs left Lewiston did you follow him?

Counsel for the plaintiff objects to the question for the same reason, which objection is sustained, and to which ruling of the Court the defendants except, which exception was allowed.

Q. State, if you know, whether there was any money obtained from Mr. Hibbs and applied to the payment of his accounts as Postmaster through your instrumentality or that of any of the other sureties.

Counsel for the plaintiff objects to the question for the same reason, which objection the Court sustains, and to which ruling the defendants except, which exception was allowed.

Mr. Reid, a witness on the part of the defense (as also counsel) was then sworn, and testified as follows:

Q. Have you had occasion to visit the Postal Department at Washington, in connection with this business?

A. No, sir; I visited the Sixth Auditor's Office, who has the auditing and accounting of the Postoffice Department.

Q. Did you have any conversation with the Auditor with regard to the amounts paid? A. Yes, and I was referred by him to Dr. McDonald.....Plaintiff's Counsel. It is a question that can be answered by yes, or no. A. Yes, I had a conversation with the officer in the 6th Auditor's Office.

Q. Did that officer make any statement to you in regard to any payment which had been made upon the

liabilities of Mr. Hibbs? A. He did; it was in the presence of.....Counsel for the plaintiff objects to any further answer, except the answer to the question.

Q. State what that conversation was. Did that officer state to you that any money had been paid upon the indebtedness of Mr. Hibbs which is claimed here?

A. He did.

Q. Please give us that statement. Counsel for the plaintiff objects to this testimony and to the method of examining.

Q. State whether or not he made any statement to you of any amounts which had been paid or collected on the indebtedness of Mr. Hibbs since the accounting which had been submitted here, since this suit was commenced.

A. He did, and furnished me this statement.

Q. Give me that statement.

(On examination, plaintiff does not object to its being introduced in evidence.)

A. He said that there had been \$10,513.35 paid. I was present with Mr. John Good, and while I was there his clerk furnished me this statement, taken from a letter that they had received from a Government agent. I think he examined the letter in my presence, and said while they were in Victoria, I believe, or in British Columbia, that one of the sureties, Mr. Kettenbach, here—plaintiff's counsel. This account is June 25, 1885. A. This conversation I had was in March, 1888, this year, while I was in Washington.

Counsel for the plaintiff objects to the account as something that happened in Victoria. Objection sustained;

excepted to by defendants, and exception was allowed by the Court.

Q. How much has been paid? A. \$10,513.35, and this statement that he furnished me, and what he told me was that Mr. Kettenbach——

Court. That is not material.

Q. Let me ask you whether this is inclusive of the \$1200? A. No, sir; there is another memorandum there. He told me there was \$600 through the bank of Pueblo, Col., and \$600 paid through the bank of Yankton. He informed me that they stopped that money of the orders forged by Mr. Hibbs, and then in addition, there was paid the sum of \$10,513.35. This is a copy of what the Government officer gave me, except the heading. I put there "A Statement from the Money Order Bureau."

CROSS-EXAMINATION.

Q. You say as a witness in this case that these parties informed you that this amount was paid and not credited this transaction? A. They did not tell me as to the credit, but told me those statements of the amount paid.

Q. They merely told you that there was \$10,513.35 found on the person of Mr. Hibbs, did they not? A. No, sir; they said they got that much from Mr. Hibbs, and that one of the sureties was instrumental in helping them get it.

Q. One of the payments made thereupon June 19, 1885, on Mr. Hibbs' order to Kettenbach, the sum of \$500, that occurs here, does it not? A. Yes.

Q. Paid for telegrams sent by Mr. Hibbs, \$1—that

is part of it. Paid for clothing for Mr. Hibbs, \$43.75; that appears, does it not? A. That is the statement he gave me.

Q. Paid for food from hotel for Mr. Hibbs, \$16. Total paid without any order from the Court, \$560.85. That appears, does it not? A. If you are reading from the statement, that is correct.

Q. I am reading from it. A. That is the statement he made. I want to explain that account.

Q. I want you to answer my questions—paid June 11, 1885, to Hibbs' attorney, by order of Chief Justice and Register, \$250; total, \$810.85. That appears, does it not? A. Yes.

Q. Net amount deposited, \$9702.50? A. Yes; he told me that deposit was to the credit of the Government, and that the \$1200 went in with it.

Q. \$9072.50 was deposited to the credit of the Government. This was on June 15, 1885? A. That is the entry. I want to make an explanation in reference to that. That is the statement he gave me.

Q. Please answer my questions. I want to know in regard to \$1200 more that was paid. Do you know when that amount of \$600 through the Pueblo, Col., bank was paid? A. I think I can tell you exactly. He told me that it was in the hands of the Stockgrowers' National Bank, at Pueblo, Col., Jan. 25, 1885. He said that the order was forged, and that the Government was not liable for it, and they stopped it in the hands of the Government.

Q. And the other was May 10, 1886, \$600, at the 1st National Bank at Yankton, Dak. Collected from the

Mason's Bank? A. That is the memorandum he gave me.

Counsel for the plaintiff here moves that the evidence given by Mr. Reid in regard to these questions, be stricken out, as not being material or pertinent to this case. A. I want to explain to you the way this conversation came about was this. Mr. Goode and I were there trying to——

Q. We don't care anything about that; what we want is dates and figures? A. He told me that the whole amount was credited to the Government \$10,513.35.

Q. Amount deposited \$9,702.50?

The Court—Is that on that paper?

Q. Yes; the last entry is on June 25, 1885. We find the certificate of the Auditor of the Treasury of date July 8, 1886.

Counsel moves to strike out the testimony of the witness, Mr. Reid, on the ground that it is a correct copy of the account of Mr. Hibbs to June 25, 1885, and has not been interfered with since.

Motion denied by the Court, to which ruling the plaintiff then and there excepted; exception allowed.

Q. This is what was given you by him at that time?

A. Yes, with some statements he made about it.

Plaintiff asks that the statement be filed as an exhibit, which is so done, and marked "Defendants' Exhibit A."

(Here take in "Defendant's Exhibit A.")

Said statement showing that the Government had recovered from Hibbs previous to June 25, 1888, \$9,702.50, and the further sum of \$1,200 from national banks, the said entries also appearing on the transcript of account

on money order business—plaintiff's "Exhibit D"—as credits in favor of Hibbs.

Q. Your remembrance of this is from the memorandum? A. No, not entirely. He made other statements in connection with it independent of that paper. We had a conversation about the matter.

Q. Did you talk as to the amount that was still due from Mr. Hibbs with the Auditor? A. No; I talked with the chief of the money order division.

Q. You did not talk with the Auditor with regard to the amount of money still due from Mr. Hibbs on account of his defalcation? A. I talked with the Acting Auditor.

Q. What did he say with regard to that? A. He said the amount you have stated there was due, and I told him——

Q. Please answer my questions. He stated then, as I understood you, that the amount we claim of \$20,000 and some odd hundred dollars was due? A. He said the amount as stated. He didn't state the amount because he did not know.

Q. He stated that the amount that was stated in the account was due? A. He said the account he sent you was then due. I told him I thought they ought to have credit for the amount they had followed the man across the boundary for and received. I said Mr. Kettenbach followed him over there and stopped this amount in his hands, and I thought the sureties ought to have credit for it. He said he didn't think they ought. He said it was the most unusual case that the Government had

ever had, and I stopped there and chatted with him some time.

Q. Did he agree to that idea that it should be credited to this bond? A. No, he didn't agree to it, and he said he would take our proposition under consideration.

Defendants here rest their case.

Plaintiff moves that the Court instruct the jury to find for the plaintiff the full amount claimed in this action.

The Court instructs the jury as follows:

Gentlemen of the Jury: By direction of the Court you will find a verdict for the plaintiff for the amount of \$10,000.

To which action and ruling of this Court the defendants except, which exception was allowed.

Upon the argument of the motion for new trial defendants will also use as a part of the minutes of the trial the several exhibits filed in the cause both by plaintiff and defendant.

Specification of Errors.

Insufficiency of evidence.

The evidence is insufficient to justify the verdict in the following particulars, to-wit:

1. There is no evidence of any liability of the defendants on account of money orders issued by said Hibbs.

2. There is no evidence of any liability of defendants for a failure of said Hibbs as Postmaster to account for money orders issued or received by him.

3. There is no evidence of a demand having been made by plaintiff or defendants for money alleged to have been appropriated by said Hibbs and not accounted for as said Postmaster.

Errors in Law.

1. The Court erred in sustaining the demurrer to the Amended Answer filed at the May term, 1888.

2. The Court erred in overruling the objection of defs. to the several questions asked to jurors on their voir dire.

3. The Court erred in refusing to allow the defs. to challenge the panel of the jury.

4. The Court erred in allowing the atty. to plffs. to state to the jury that they would accept in evidence the records of the accounting officers in Washington.

5. The Court erred in overruling to the objection of the defs. to the several questions propounded to the witness Kress.

6. The Court erred in overruling the objection of defs. to the admission in evidence of the orders marked Ex. A & B.

7. The Court erred in overruling the objections of defs. to the admission of the accts. of I. N. Hibbs, filed as exhibits in the cause and marked Ex. D. & E.

8. The Court erred in sustaining the objection of plaintiff to the questions asked by defs. to the witness W. F. Kettenbach.

9. The Court erred in sustaining plff's objection to the questions asked by defs. to the witness W. J. Reid.

10. The Court erred in instructing the jury to bring in the verdict for the plaintiff.

NORMAN BUCK,

JASPER RAND,

JAS. W. REID,

PHILIP TILLINGHAST,

Attys. for Defendants.

TERRITORY OF IDAHO,
County of Nez Perce. } ss.

I hereby certify that the foregoing is a true copy of the original specification of errors as presented to the Court.

Attest my hand and the seal of the District Court of the First Judicial District of Idaho Territory. Affixed this 9th day of Dec., A. D. 1889.

(Seal.)

F. H. GRIERSON, Clerk.

In the District Court of the First Judicial District of Idaho Territory, sitting for the trial of United States Causes.

THE UNITED STATES,

Plaintiff,

vs.

JOSEPH ALEXANDER, W. F. KETTEN-
BACH, JOHN H. EVANS, RAY WOOD-
WORTH AND J. D. C. THIESSEN,

Defendants.

Affidavit of Service of Defendants.

Statement of Case on Motion for New Trial.

W. M. Rice, of the County of Nez Perce, in said Territory, being duly sworn, says: That he is a white male citizen of the United States, over twenty-one years of age, is competent to be a witness in the trial of the above entitled action; that he is not a party thereto, nor interested therein, and that he is the Deputy Clerk of said Court.

That on the 10th day of December, A. D. 1888, at the request of James W. Reid, Norman Buck, P. Tillinghast

and Jasper Rand, attorneys for the defendants in said action, he deposited in the postoffice at Lewiston, Idaho Territory, the Defendants' Statement of Case on Motion for a New Trial, hereto attached and made a part thereof, directed to James H. Hawley, Esq., United States District Attorney, and attorney for plaintiff in said action, at Boise City, Idaho Territory, and paid the postage thereon in advance. He further makes oath that the said defendants and their said attorneys reside at the said City of Lewiston aforesaid, and the said James. H. Hawley, the said attorney for plaintiff, resides at said Boise City, and that between said two places there is regular communication by mail.

W. M. RICE.

Subscribed and sworn to before me this December 31st, 1888.

F. H. GRIERSON,

(Seal.) A true copy.

Clerk Dist. Court.

Attest my hand and the seal of the District Court, of the First Judicial District of Idaho Territ'y, affixed this 9th day of Dec. A. D. 1889.

(Seal.)

F. H. GRIERSON, Clerk.

TERRITORY OF IDAHO, }
County of Nez Perce. } ss.

I hereby certify the foregoing to be a full, true and correct copy of the Statement of Case on Motion for a New Trial as settled by Judge J. L. Logan. The original of which has been lost or mislaid, and this copy is made out by request of counsel for defendant and order of the Court.

Attest my hand and the seal of the District Court of

the First Judicial District of Idaho Territory, affixed this 9th day of Dec., A. D. 1889.

(Seal.)

F. H. GRIERSON, Clerk.

[Endorsed as follows]: No. 12. Statement on New Trial. As settled by Hon. J. L. Logan, Judge. Copy. Filed April 15th, 1889. F. H. Grierson, Clerk. Filed April 28th, 1891. A. L. Richardson, Clerk.

EXHIBIT B.

(Form 1,005.)

Form of Certificate to Evidence of Demand.

OFFICE OF THE AUDITOR OF THE TREASURY }
FOR THE POSTOFFICE DEPARTMENT. }

I, D. M. Conville, Auditor of the Treasury for the Postoffice Department, do hereby certify the annexed to be a true and correct copy of the original certificate now on file in this office of Charles G. Kress, Postmaster at Lewiston, in the Territory of Idaho, pertaining to the accounts of Isaac N. Hibbs, late Postmaster at Lewiston, in the Territory of Idaho, in the office of the Sixth Auditor of the Treasury.

In testimony whereof I have hereunto signed my name and caused to be affixed my seal of office at the City of Washington, this eighth day of July, in the year of our Lord one thousand eight hundred and eighty-six.

(Seal.)

D. M. CONVILLE,

Sixth Auditor and Auditor of the Treasury for the Post-office Department.

POSTOFFICE, LEWISTON, Nez Perce County, }
Idaho Territory, June 25, 1886. }

I, Charles G. Kress, Postmaster at Lewiston, Idaho,

employed by the Auditor of the Treasury for the Postoffice Department, for that purpose, hereby certify that I made demand for payment of \$20,949.96 on I. N. Hibbs, late Postmaster at Lewiston, Idaho, being a balance due the United States from him on his money order account, as stated by letter mailed on the 15th day of June, 1886, addressed to the said delinquent Postmaster at Lewiston, Idaho, his last usual place of abode (*.....); that a sufficient time has elapsed in the ordinary course of mail for said letter to have reached its destination and a reply to have been received; and that payment of said balance, as aforesaid, has not been received within the time designated in my instructions from the Auditor of the Treasury for the Postoffice Department, to-wit: three days.

I further certify that I made demand for payment of said balance, as aforesaid, upon Joseph Alexander, John H. Evans, W. R. Kettenbach, R. Woodworth and J. D. C. Thiessen, the sureties of the said late and delinquent Postmaster, by letter mailed on the 15th day of June, 1886, addressed to them at Lewiston, Idaho, and to R. Woodworth at Silcott, Washington Territory, their last usual place of abode; that a sufficient time has elapsed in the ordinary course of mail for said letters to have reached their destination and replies to have been received; and that payment of said balance, as aforesaid, has not been received within the time designated in my said instructions from the Auditor of the Treasury for the Postoffice Department.

CHAS. G. KRESS, Postmaster.

* If his place of abode is not known, then mail to the

Postoffice where the indebtedness accrued, and insert above, in place of "his last usual place of abode," the following words: "The Postoffice where the indebtedness accrued."

[Endorsed]:

Exhibit B.

Exhibit "B."

Plff's Ex. B.

Nov. 23, '88.

J. L. L.

J.

EXHIBIT C.

(Form 1,005.)

[*Form of Certificate to Evidence of Demand.*]

OFFICE OF THE AUDITOR OF THE TREASURY }
FOR THE POSTOFFICE DEPARTMENT. }

I, D. M. Conville, Auditor of the Treasury for the Postoffice Department, do hereby certify the annexed to be a true and correct copy of the original certificate, now on file in this office, of Charles G. Kress, Postmaster at Lewiston, in the Territory of Idaho, pertaining to the accounts of I. N. Hibbs, late Postmaster at Lewiston, in the Territory of Idaho, in the office of the Sixth Auditor of the Treasury.

In testimony whereof I have hereunto signed my name, and caused to be affixed my seal of office, at the City of Washington, this eighth day of July, in the year of our Lord one thousand eight hundred and eighty-six.

(Seal.)

D. M. CONVILLE,

Sixth Auditor and Auditor of the Treasury for the Post-office Department.

POSTOFFICE, LEWISTON, Nez Perce County,)
Idaho Territory, February 27, 1886.)

I, Charles G. Kress, Postmaster at Lewiston, Idaho, employed by the Auditor of the Treasury for the Postoffice Department for that purpose, hereby certify that I made demand for payment of Draft No. 6932 for \$295.32 on I. N. Hibbs, late Postmaster at Lewiston, Idaho, being a balance due the United States from him on his general postal account, as stated by letter mailed on the 27th day of January, 1886, addressed to the said delinquent Postmaster at Boise City, Idaho, care of United States Marshal, his last usual place of abode (United States Penitentiary); that a sufficient time has elapsed in the ordinary course of mail for said letter to have reached its destination, and a reply to have been received; and that payment of said draft for said balance, as aforesaid, has not been received within the time designated in my instructions from the Auditor of the Treasury for the Postoffice Department, to-wit: thirty days.

I further certify that I made demand for payment of said draft for the aforesaid balance upon Joseph Alexander, J. H. Evans, R. Woodworth, W. F. Kettenbach and J. D. C. Thiessen, the sureties of said late and delinquent Postmaster, by letter mailed on the 27th day of January, 1886, addressed to them at Lewiston, Nez Perce County, Idaho Territory, their last usual place of abode; that a sufficient time has elapsed in the ordinary course of mail for said letters to have reached their destination and replies to have been received; and that payment of said draft for the aforesaid balance has not been received within the time designated in my said instruc-

tions from the Auditor of the Treasury for the Postoffice Department.

CHAS. G. KRESS, Postmaster.

If his place of abode is not known, then mail to the Postoffice where the indebtedness accrued, and insert above, in place of "his last usual place of abode," the following words: "The Postoffice where the indebtedness accrued."

[Endorsed]:

Exhibit C.

Exhibit "C."

Plff's Ex. C.

Nov. 23, '88.

J. L. L.

J.

EXHIBIT D.

[*Form of Certificate to Statement of Account.*]

(G)

OFFICE OF THE AUDITOR OF THE TREASURY. }
TO THE POSTOFFICE DEPARTMENT. }

I, D. M. Conville, Auditor of the Treasury for the Postoffice Department, do hereby certify the annexed to be a true and correct statement of the account, from April 1, 1884, to June 13, 1885, of Isaac N. Hibbs, late Postmaster at Lewiston, in the Territory of Idaho; and that the papers hereto appended are copies of papers pertaining to his accounts in the office of the Sixth Auditor.

In testimony whereof, I have hereunto signed my name, and caused to be affixed my seal of office, at the City of Washington, this eighth day of July, in the year

of our Lord, one thousand eight hundred and eighty-six.

(Seal.)

D. M. CONVILLE.

Sixth Auditor and Auditor of the Treasury for the Post-office Department.

OFFICE OF THE AUDITOR OF THE TREASURY }
FOR THE POSTOFFICE DEPARTMENT, }
COLLECTING DIVISION.

(Form B.)

Dr. Isaac N. Hibbs, L. P. M. Lewiston, Idaho, in acct. with U.S. Cr.

To Balance due on Quarterly Returns

From April 1, to June 30,'84.....	\$ 190 81
Mar. 20,'84, Draft on W. H. Teel.....	12 00
“ “ “ “ “ W. P. Hunt	73 25
July 1 to Sept. 30,'84.....	263 79
Oct. 1 to Dec. 31,'84.....	112 57
Jan. 1 to Mar. 31,'85 due.....	
Apr. 1 to June 30,'85.....	475 59
May 18,'85 To Draft on W. P. Hunt.....	1 00
May 27,'85 To Money Order Transfer.....	600 00
	<hr/>
	\$1729 01

To Balance.....\$ 295 32

June 30,'84 By Draft on W. P. Hunt issued.....	
Mar. 20,'84 canceled.....	73 27
May 23,'84 By Deposit.....	203 63
Aug. 13,'84 “ “	195 00
Sept. 17,'84 “ “	50 00
Nov. 22,'84 “ “	100 25
Dec. 16,'84 “ “	20 00
Feb. 13,'85 “ “	60 00
June 24,'85 “ “	131 56
May 10,'86 Amt. deposited by F. G. Edgerton, Clerk 2d Jud. Dist. with 1st National Bank of Yankton, Dak. collection on Money Order a. c. from Mason's Bank...	600 00
Balance.....	295 32
	<hr/>
	\$1729 01

PRESIDENTIAL OFFICE.

Class—.

Postoffice at Lewiston, County of Nez Perce, State of Idaho, in account current with the United States, for the service of the Postoffice Department, from Apr. 1st to June 30th, 1884, inclusive.

*Dr.*Column
for Auditor.Column for
Postmaster.

\$ 50	1. Amount received for waste paper, dead newspapers, printed matter, and twine, sold during the quarter...	\$ 50
79 00	2. Box rent.....	79 00
		Column for Auditor. Column for Postmaster.
	3. Amount of postage stamps, postage - due stamps, stamped envelopes, newspaper wrappers, newspaper and periodical stamps and postal cards on hand at close of last quarter....	\$838 22 \$838 22
	4. Amount of postage stamps, postage - due stamps, stamped envelopes, newspaper wrappers, newspaper and periodical stamps, and postal cards received from the Department this quarter	512 00 400 00
		<hr/>
		\$1350 22 \$1238 22
	5. Deduct amount of postage stamps, postage - due stamps, stamped envelopes, newspaper wrappers, newspaper and periodical stamps and postal cards now on hand.....	\$851 41 \$739 41
	6. Deduct damaged stamps and stamped envelopes returned.....	498 81
		<hr/>

<i>Dr.</i>				
Column for Auditor.			Column for Auditor.	Column for Postmaster.
	7. Leaving amount of postage stamps, postage - due stamps, stamped envelopes, newspaper wrappers, news- paper and periodical stamps and postal cards sold during the quarter.....			
\$498 81				\$488 91
<hr/>				
\$578 31				

				<i>Cr.</i>
			Column for Postmaster.	Column for Auditor.
8. By Salary, (\$1,100).....		\$275 00	\$275 00	
9. By ship and steamboat letters paid for this quarter, as per receipts herewith at.....cents each....				
10. By expenses, per vouchers here- with—Clerical services.....		\$112 50	\$112 50	
11. By balance due the United States..		\$180 91	\$190 81	
		<hr/>		
		\$568 41	\$578 31	

I, I. N. Hibbs, Postmaster of Lewiston, Idaho, do
that the accounts which I have rendered to
 the Postoffice Department for the quarter ending June
 30th, 18 , exhibit truly and faithfully the entire re-
 ceipts of my postoffice which have been collected thereat,
 and the entire sum which could have been, by due dili-
 gence, collected thereat, during the period above stated,
 and that the credits claimed in the said accounts are just
 and true, as I verily believe; and, furthermore, that dur-
 ing the said period, I have not knowingly delivered, or
 permitted to be delivered, to any person, any mail matter
 on which the postage had not been paid by postage-due
 stamps at the time of such delivery, in accordance with
 the provisions of Section 26, of the Act of Congress,

approved March 3, 1879, and of Sections 270-274 of the Postal Laws and Regulations, edition of 1879.

I. N. HIBBS, Postmaster.

Sworn and subscribed before the undersigned, a.....
for the..... of..... this..... day of.....
A. D. 18

[Endorsed as follows]: Presidential Office. Class 3.
Postoffice at Lewiston. State of Idaho. From April 1st
to June 30th, 1884. I. N. Hibbs, Postmaster.

PRESIDENTIAL OFFICE.

Class 3.

Postoffice at Lewiston, County of Nez Perce, State of Idaho, in
account current with the United States, for the service of the
Postoffice Department, from July 1st to Sept. 30th, '84, inclusive.

Dr.

Column
for Auditor.

Column for
Postmaster.

\$75 00	1. Amount received for waste paper, dead newspapers, printed matter, and twine sold during the quarter...		\$75 00
	2. Box rent.....	Column for Auditor.	Column for Postmaster.
	3. Amount of postage stamps, postage - due stamps, stamped envelopes, news- paper wrappers, news- paper and periodical stamps, and postal cards on hand at close of last quarter....		
	Rec'd from Lapwai.....		
	4. Amount of postage stamps, postage - due stamps, stamped envelopes, news- paper wrappers, newspaper and periodical stamps and postal cards received from the Department this quarter		276 60 1570 27

\$1309 68

Dr.

Column for
Auditor.

Column for
Auditor.

Column for
Postmaster.

	5. Deduct, amount of postage stamps, postage-due stamps, stamped envelopes, newspaper wrappers, newspaper and periodical stamps, and postal cards now on hand.	\$708 39	
	6. Deduct damaged stamps and stamped envelopes returned	\$708 39	
		<hr/>	
		\$601 29	
\$601 29	7. Leaving amount of postage stamps, postage-due stamps stamped envelopes, newspaper wrappers, newspaper and periodical stamps, and postal cards sold during the quarter.....		
<hr/>			
\$676 29			\$601 29
			<hr/>
			\$676 29
			<i>Cr.</i>
		Column for Postmaster.	Column for Auditor.
	8. By salary, \$1200.....	\$300 00	\$300 00
	9. By ship and steamboat letters paid for this quarter, as per receipts herewith at..cents each.....		
	10. By expenses, per vouchers herewith—Clerk hire.....	112 50	112 50
	11. By balance due the United States.	263 79	263 79
		<hr/>	<hr/>
		\$676 29	\$676 29

I, I. N. Hibbs, Postmaster of Lewiston, Idaho, do
..... that the accounts which I have rendered to the
Postoffice Department for the quarter ending Sept. 30th,
18 , exhibit truly and faithfully, the entire receipts of
my postoffice which have been collected thereat, and the
entire sum which could have been, by due diligence, col-
lected thereat, during the period above stated, and that
the credits claimed in the said accounts are just and true,

as I verily believe; and, furthermore, that during the said period I have not knowingly delivered, or permitted to be delivered, to any person, any mail matter on which the postage had not been paid by postage-due stamps at the time of such delivery, in accordance with the provisions of Section 26 of the Act of Congress approved March 3, 1879, and of Sections 270-274 of the Postal Laws and Regulations, edition of 1879.

I. N. HIBBS, Postmaster.

Sworn and subscribed before the undersigned, a
for the of, this day of A. D. 18

.....

[Endorsed as follows]: Presidential Office. Class 3.
Postoffice at Leewiston, State of Idaho. From July 1st
to Sept. 30th, 1884. I. N. Hibbs, Postmaster.

PRESIDENTIAL OFFICE.

Class —.

Postoffice at Lewiston, County of Nez Perce, State of Idaho, in account current with the United States for the service of the Postoffice Department from October 1st to December 31st, 1884, inclusive:

Dr.

Column
for Auditor.

Column for
Postmaster.

	1. Amount received for waste paper, dead newspapers, printed matter and twine sold during the quarter..	
\$70 00	2. Box rent.....	70 00
	3. Amount of postage stamps, postage-due stamps, stamped envelopes, news- paper wrappers, newspaper and periodical stamps, and postal cards on hand at close of last quarter.....	
	\$708 39	\$708 39

Column for
Auditor.

Column for
Postmaster.

<i>Dr.</i> Column for Auditor.	Column for Auditor.	Column for Postmaster.
4. Amount of postage stamps, postage - due stamps, stamped envelopes, news- paper wrappers, newspaper and periodical stamps, and postal cards received from the Department this quar- ter	\$393 60	\$243 90
	\$1,101 99	
5. Deduct amount of postage stamps, postage-due stamps, stamped envelopes, news- paper wrappers, newspaper and periodical stamps and postal cards now on hand.	\$646 92	\$497 22
6. Deduct damaged stamps and stamped envelopes returned		
	\$455 07	
7. Leaving amount of postage stamps, postage-due stamps, stamped envelopes, news- paper wrappers, newspaper and periodical stamps and postal cards sold during the quarter.....		455 07
\$455 07		
\$525 07		
	Column for Postmaster.	<i>Cr.</i> Column for Auditor.
8. By salary (\$1,200).....	\$300 00	\$300 00
9. By ship and steamboat letters paid for this quarter, as per receipts herewith at cents each....		
10. By expenses, per vouchers here- with.....	116 30	112 50
11. By balance due the United States.	108 77	112 57
	\$525 07	\$525 07

I, I. N. Hibbs, Postmaster of Lewiston, Idaho, do
certify that the accounts which I have rendered to the

Postoffice Department for the quarter ending December 31, 1884, exhibit truly and faithfully the entire receipts of my Postoffice which have been collected thereat, and the entire sum which could have been by due diligence collected thereat during the period above stated, and that the credits claimed in the said accounts are just and true, as I verily believe; and, furthermore, that during the said period I have not knowingly delivered or permitted to be delivered to any person any mail matter on which the postage has not been paid by postage-due stamps at the time of such delivery, in accordance with the provisions of Section 26 of the Act of Congress approved March 3, 1879, and of Sections 270-274 of the Postal Laws and Regulations, edition of 1879.

I. N. HIBBS, Postmaster.

Sworn and subscribed before the undersigned, a Dist. Clerk for the First District, Idaho, this 17th day of March, A. D. 1885.

(Seal.)

H. SQUIER, Clerk.

[Endorsed as follows]: Presidential Office, Class 3. Postoffice at Lewiston, State of Idaho, from Oct. 1st to Dec. 31st, 1884. I. N. Hibbs, Postmaster.

PRESIDENTIAL OFFICE.

Class.

Postoffice at Lewiston, County of Nez Peces, State of Idaho, in account current with the United States, for the service of the Postoffice Department, from May 25th to June 13th, 1885, inclusive.

Dr.

Column
for Auditor.

\$1 00

1. Amount received for waste paper,
dead newspapers, printed matter,
and twine sold during the quarter

April 1st.

June 13th.
Column for
Postmaster

\$1 00

Dr.

Column for
Auditor.

April 1st.

June 13th.
Column for
Postmaster.

Amount received from W. P. Hunt,
ex-P. M., balance due the U. S.
Cash on hand on taking charge
as acting Postmaster.....

2 Box-rent..... \$130 52

Column for Auditor. Column for
Postmaster.

3. Amount of postage stamps, postage-
due stamps, stamped envelopes,
newspaper wrappers, newspaper
and periodical stamps, and postal
cards on hand at close of last
quarter, May 25.....\$979 72 \$415 59.6

4. Amount of postage stamps, postage-
due stamps, stamped envelopes,
newspaper wrappers, newspaper
and periodical stamps, and postal
cards received from the depart-
ment this quarter..... 88 80

1068 52

5. Deduct amount of postage stamps,
postage-due stamps, stamped en-
velopes, newspaper w r a p p e r s,
newspaper and periodical stamps
and postal cards now on hand.. 324 62 323 64.9

743 90

6. Deduct damaged stamps and
stamped envelopes returned.... 10

743 80

7. Leaving amount of postage stamps,
postage-due stamps, stamped en-
velopes, newspaper w r a p p e r s,
newspaper and periodical stamps,
and postal cards sold during the
quarter..... 91 94

\$743 80

\$223 46

\$744 80

	Column for Postmaster.		<i>Cr.</i> Column for Auditor.	
8. By salary from May 25th to June 13th, inclusive, \$1200.00, 74 days	\$ 66	65	\$243	96
9. By ship and steamboat letters paid for this quarter, as per receipts herewith, at . . . cents each				
10. By expenses, per vouchers herewith	25	25	25	25
11. By balance due the United States.	131	56.7	475	59
	<hr/>		<hr/>	
	\$223	46.7	744	80

I. N. Hibbs, P. M.

I, S. Leslie Thompson, acting Postmaster of Lewiston, Idaho Ty., do swear that the accounts which I have rendered to the Postoffice Department for the three weeks ending June 13th, 1885, exhibit truly and faithfully the entire receipts of my postoffice which have been collected thereat, and the entire sum which could have been by due diligence collected thereat, during the period above stated, and that the credits claimed in the said accounts are just and true, as I verily believe; and, furthermore, that during the said period I have not knowingly delivered, or permitted to be delivered, to any person any mail matter on which the postage had not been paid by postage-due stamps at the time of such delivery, in accordance with the provisions of Section 26, of the Act of Congress approved March 3, 1879, and of Sections 270-274 of the Postal Laws and Regulations, edition of 1879.

S. LESLIE THOMPSON, Postmaster.

Sworn and subscribed before the undersigned, a County Clerk for the County of Nez Perces, this 15th day of June, A. D. 1885.

(Seal.)

I. C. HATTAUGH, County Clerk.

Including \$497.22 Postmaster's amount on hand Dec. 31, 1884, and $\frac{1}{2}$ \$482.50 sent to Postmaster during 1st qr. 1885, for total \$979.72, which qr. P. M. renders no account.

[Endorsed as follows]: Presidential Office. Class. Postoffice at Lewiston, Idaho. State of Idaho From Apr. 1st to June 13th, 1885. A. N. Hibbs, Postmaster. Exhibit "D." Pliffs. Ex. H. Nov. 23, '88. J. L. L., J.

Exhibit E.

(A.)

OFFICE OF THE AUDITOR OF THE TREASURY }
FOR THE POSTOFFICE DEPARTMENT. }

I, D. M. Conville, Auditor of the Treasury for the Postoffice Department, do hereby certify the annexed to be a true and correct transcript from the money order account books of the Postoffice Department of the account of Isaac N. Hibbs, late Postmaster at Lewiston, in the Territory of Idaho.

In testimony whereof I have hereunto signed my name and caused to be affixed my seal of office, at the City of Washington, this eighth day of July, in the year of our Lord one thousand eight hundred and eighty-six.

(Seal.)

D. M. CONVILLE,

Sixth Auditor and Auditor of the Treasury for the Postoffice Department.

EXHIBIT 30.

OFFICE OF THE AUDITOR OF THE TREASURY }
 FOR THE POSTOFFICE DEPARTMENT. FORM }
 No. 715. RECORDING DIVISION.

STATEMENT OF MONEY ORDER ACCOUNT.

I. N. Hibbs, late Postmaster at Lewiston, Idaho, in money order account with the United States :

<i>Dr.</i>		<i>Cr.</i>
April 12, 1884—	To balance from predecessor.\$	76
	“ 78 money orders issued..	1,382 94
	“ fees on the same.....	10 11
	“ 24 postal notes issued...	44 33
	“ fees on the same.....	72
	“ 1 international m. o.....	50
	“ fees on the same	25
	By 28 money orders paid..	1,141 46
	“ “ “ repaid.	
	“ 10 postal notes paid.....	23 65
	“ “ “ repaid...	
	“ deposit.....	
	“ 4 international m. o. paid.	200 00
	Balance.....	74 50
		<hr/>
		\$1,439 61 \$1,439 61
April 19.	—To balance.....\$	74 50
	“ 50 money orders issued..	827 56
	“ fees on the same.....	6 13
	“ 13 postal notes issued...	24 71
	“ fees on the same	39
	“ international m. o. issued	10 00
	“ fee on same.....	25
	By 8 money orders paid...	330 50
	“ money orders repaid....	
	“ 6 postal notes paid.....	16 20
	“ 1 “ “ repaid....	1 00
	“ deposit	
	Balance	595 84
		<hr/>
		\$943 54 \$943 54

<i>Dr.</i>		<i>Cr.</i>	
April 26, 1884—	To balance.....	\$595	84
	“ 44 money orders issued..	1,063	91
	“ fees on the same	6	73
	“ 10 postal notes issued...	27	35
	“ fees on the same	30	
	By 8 money orders paid...		\$138 50
	“ “ “ repaid.		
	“ 9 postal notes paid.....		16 64
	“ “ “ repaid ...		
	“ deposit... ..		
	Balance.....		1,538 99
		<hr/>	<hr/>
		\$1,694 13	\$1,694 13
May 3.	—To balance	\$1,538	99
	“ 58 money orders issued..	1,423	13
	“ fees on the same	9	25
	“ 8 postal notes issued....	14	98
	“ fees on the same	24	
	By 29 money orders paid..		1,271 52
	“ “ “ repaid.		
	“ 3 postal notes paid.....		6 40
	“ “ “ repaid...		
	“ deposit, ^{21186 21239} _{691 163}		754 00
	Balance.....		954 67
		<hr/>	<hr/>
		\$2,986 59	\$2,986 59
May 10.	—To balance	\$954	67
	“ 42 money orders issued..	891	15
	“ fees on the same.....	5	98
	“ 15 postal notes issued...	22	36
	“ fees on the same.....	45	
	“ 2 international m.o. issued	25	01
	“ fees on the same.....	95	
	By 14 money orders paid..		554 74
	“ “ “ repaid.		
	“ 5 postal notes paid.....		14 40
	“ “ “ repaid...		
	“ deposit ²¹²⁹⁵ ₈₃₇		837 00
	“ 2 international m. o. paid.		100 00
	Balance		394 43
		<hr/>	<hr/>
		\$1,900 57	\$1,900 57

<i>Dr.</i>		<i>Cr.</i>
May 17, 1884—To balance	\$394 43	
“ 44 money orders issued..	731 05	
“ fees on the same	5 47	
“ 14 postal notes issued...	28 39	
“ fees on the same.....	42	
“ 4 international m.o. issued	56 25	
“ fees on the same.....	1 05	
By 16 money orders paid..		\$941 47
“ “ “ repaid.		
“ 24 postal notes paid....		40 49
“ “ “ repaid..		
“ deposit		
Balance		235 10
	<hr/>	<hr/>
	\$1,217 06	\$1,217 06

OFFICE OF THE AUDITOR OF THE TREASURY }
 FOR THE POSTOFFICE DEPARTMENT. FORM }
 No. 715. RECORDING DIVISION.

STATEMENT OF MONEY ORDER ACCOUNT.

I. N. Hibbs, late Postmaster at Lewiston, Idaho, in money order account with the United States.

<i>Dr.</i>		<i>Cr.</i>
May 24, 1884—To balance.....	\$ 235 10	
“ 41 money orders issued..	1,430 74	
“ fees on the same.....	8 33	
“ 7 postal notes issued...	23 62	
“ fees on the same.....	21	
“ 1 international m.o. issued	5 00	
“ fee on the same.....	15	
By 19 money orders paid..		1,011 12
“ “ “ repaid		
“ 8 postal notes paid.....		19 47
“ “ “ repaid...		
“ deposit		
Balance		672 56
	<hr/>	<hr/>
	\$1,703 15	\$1,703 15

<i>Dr.</i>		<i>Cr.</i>	
May 31, 1884--	To balance.....	\$ 672 56	
	“ 31 money orders issued.	681 03	
	“ fees on the same.....	4 55	
	“ 11 postal notes issued...	22 15	
	“ fees on the same.....	33	
	“ int. m. o. issued.....	2 00	
	“ fee on the same.....	15	
	By 18 money orders paid...		1,025 80
	“ “ “ repaid..		
	“ postal notes paid.....		
	“ “ “ repaid.....		
	“ deposit.....		
	Balance.....		356 97
		<hr/>	<hr/>
		\$1,382 77	\$1,382 77
June 7.	—To balance.....	\$ 356 97	
	“ 45 money orders issued.	1,000 19	
	“ fees on the same.....	6 57	
	“ 12 postal notes issued...	25 97	
	“ fees on the same... ..	36	
	By 15 money orders paid..		1,009 87
	“ “ “ repaid		
	“ 8 postal notes paid....		20 75
	“ 1 postal note repaid....		2 00
	“ deposit.....		
	Balance.....		357 44
		<hr/>	<hr/>
		\$1,390 06	\$1,390 06
June 14.	—To balance.....	\$ 357 44	
	“ 23 money orders issued..	698 20	
	“ fees on the same.....	4 25	
	“ 5 postal notes issued....	8 55	
	“ fees on the same.....	15	
	“ 1 international m.o. issued	10 00	
	“ fees on the same.....	15	
	By 15 money orders paid...		589 27
	“ “ “ repaid..		
	“ 2 postal notes paid.....		6 00
	“ “ “ repaid....		
	“ deposits.....		
	Balance.....		483 47
		<hr/>	<hr/>
		\$1,078 74	\$1,078 74

<i>Dr.</i>		<i>Cr.</i>
June 21, 1884—	To balance.....	\$483 47
	“ 42 money orders issued..	804 90
	“ fees on the same.....	5 80
	“ 12 postal notes issued...	25 16
	“ fees on the same.....	36
	By 21 money orders paid..	911 00
	“ 1 “ “ repaid.	9 15
	“ 7 postal notes paid	21 65
	“ “ “ repaid.....	
	“ deposit.....	
	“ 1 international m. o. paid.	10 00
	Balance.....	367 89
		<hr/>
		\$1,319 69
		<hr/>
		\$1,319 69
June 30.	—To balance	\$367 89
	“ 30 money orders issued..	671 91
	“ fees on the same	4 59
	“ 14 postal notes issued...	29 84
	“ fees on the same.....	42
	By 21 money orders paid ..	745 14
	“ 1 “ “ repaid.	3 00
	“ 28 postal notes paid....	48 22
	“ “ “ repaid..	
	“ deposit.....	
	Balance.....	278 29
		<hr/>
		\$1,074 65
		<hr/>
		\$1,074 65

OFFICE OF THE AUDITOR OF THE TREASURY
 FOR THE POSTOFFICE DEPARTMENT. FORM
 No. 715. RECORDING DIVISION.

STATEMENT OF MONEY ORDER ACCOUNT.

I. N. Hibbs, late Postmaster at Lewiston, Idaho, in Money Order account with the United States.

<i>Dr.</i>		<i>Cr.</i>
July 12, 1884.—	To balance.....	\$278 29
	“ 86 money orders issued..	2,240 70
	“ fees on the same.....	14 10
	“ 21 postal notes issued ..	41 89
	“ fees on the same	63

<i>Dr.</i>	<i>Cr.</i>
June 12, 1884—To 5 international m.o. issued \$250 00 “ fees on the same 5 00 By 14 money orders paid 419 05 “ 2 money orders repaid 52 00 “ 9 postal notes paid 19 95 “ 1 “ “ repaid 3 00 “ deposit “ 1 international m. o. paid 48 70 Balance 2,287 91	
	<hr/> \$2,830 61 \$2,830 61
July 19. —To balance \$2,287 91 “ 24 money orders issued 993 73 “ fees on same 5 34 “ 9 postal notes issued 19 79 “ fees on the same 27 “ 1 international m.o. issued 20 01 “ fee on the same 45 By 13 money orders paid 364 35 “ “ “ repaid “ 7 postal notes paid 18 40 “ “ “ repaid “ deposit, 23034 1,668 00 Balance 1,276 75	
	<hr/> \$3,327 50 \$3,327 50
July 26. —To balance \$1,276 75 “ 40 money orders issued 1,432 80 “ fees on the same 8 06 “ 3 postal notes issued 5 65 “ fees on the same 09 “ 4 int. m. o. issued 113 10 “ fees on the same 2 30 By 3 money orders paid 126 50 “ 1 “ “ repaid 20 00 “ 1 postal note paid 4 00 “ 1 “ “ repaid 2 50 “ deposit Balance 2,685 75	
	<hr/> \$2,838 75 \$2,838 75

<i>Dr,</i>	<i>Cr.</i>
Aug. 2, 1884— To balance.....\$2,685 75 " 35 money orders issued . 875 86 " fees on the same..... 5 58 " 15 postal notes issued. . 30 88 " fees on the same..... 45 By 18 money orders paid.. 367 47 " " " repaid. " 19 postal notes paid.... 42 85 " " " repaid... " deposit, ^{23393 23214} _{952 1157} 2,109 00 Balance. \$1,079 20	
	<hr/> \$3,598 52 \$3,598 52
Aug. 9. —To balance.....\$1,079 20 " 26 money orders issued.. 726 23 " fees on the same..... 4 49 " 12 postal notes issued... 24 50 " fees on the same..... 36 By 17 money orders paid.. 941 55 " " " repaid. " 10 postal notes paid.... 28 99 " " " repaid.. " deposit, 23584..... 305 00 " 1 international m. o. paid 50 00 Balance..... 509 24	
	<hr/> \$1,834 78 \$1,834 78
Aug. 16. —To balance.....\$509 24 " 22 money orders issued... 667 46 " fees on the same..... 3 88 " 8 postal notes issued.... 14 62 " fees on the same..... 24 " 1 international m. o. issued 20 00 " fee on the same..... 50 By 7 money orders paid..... 73 60 " " " repaid... " 2 postal notes paid..... 3 50 " " " repaid.... " deposit..... Balance..... 1,138 84	
	<hr/> \$1,215 94 \$1,215 94

OFFICE OF THE AUDITOR OF THE TREASURY }
 FOR THE POSTOFFICE DEPARTMENT, FORM }
 No. 715.

STATEMENT OF MONEY ORDER ACCOUNT.

I. N. Hibbs, late Postmaster at Lewiston, Idaho, in money order account with the United States.

<i>Dr.</i>		<i>Cr.</i>	
Aug. 23, 1884--	To balance.....	\$1,138	84
	“ 25 money orders issued..	691	01
	“ fees on the same.....	4	16
	“ 13 postal notes issued...	22	95
	“ fees on the same.....	39	
	By 8 money orders paid....	\$162	67
	“ “ “ repaid...		
	“ 12 Postal notes paid.....	19	25
	“ “ “ repaid....		
	“ deposit, 23866.....	425	00
	Balance.....	1,250	43
		<hr/>	
		\$1,857	35
		<hr/>	
Aug. 30.	—To balance.....	\$1,250	43
	“ 28 money orders issued..	632	95
	“ fees on the same.....	4	27
	“ 9 postal notes issued....	15	82
	“ fees on the same.....	27	
	By 8 money orders paid...	\$282	66
	“ “ “ repaid..		
	“ 6 postal notes paid.....	16	56
	“ “ “ repaid....		
	“ deposit, ²⁴²⁰⁹ ₅₅₁ ²⁴⁴⁶⁹ ₃₁₃	864	00
	Balance.....	740	52
		<hr/>	
		\$1,903	74
		<hr/>	
Sept. 6.	—To balance.....	\$ 740	52
	“ 27 money orders issued.	658	10
	“ fees on the same.....	4	15
	“ 15 postal notes issued...	31	12
	“ fees on the same.....	45	

<i>Dr.</i>		<i>Cr.</i>
Sept. 6, 1884—	By 10 money orders paid..	\$443 00
	“ “ “ repaid	
	“ 14 postal notes paid....	28 67
	“ 1 postal note repaid....	1 00
	“ deposit 24350.....	482 00
	Balance.....	479 67
		<hr/>
		\$1,434 34 \$1,434 34
Sept. 13.	—To balance	\$479 67
	“ 16 money orders issued..	285 31
	“ fees on the same.....	2 18
	“ 12 postal notes issued...	19 84
	“ fees on the same.....	36
	“ 1 international m.o. issued	20 00
	“ fee on the same	50
	By 10 money orders paid..	\$298 90
	“ “ “ repaid.	
	“ 11 postal notes paid	23 75
	“ 1 “ “ repaid...	1 50
	“ deposit, 24425.....	26 00
	Balance	457 71
		<hr/>
		\$807 86 \$807 86
Sept. 20.	—To balance	\$457 71
	“ 33 money orders issued..	687 05
	“ fees on the same.....	4 52
	“ 16 postal notes issued...	31 19
	“ fees on the same.....	48
	By 7 money orders.....	\$186 40
	“ 2 “ “ repaid..	50 54
	“ 5 postal notes paid	5 52
	“ “ “ repaid....	
	“ deposit, 24581	190 00
	“ 1 international m. o. paid.	24 00
	Balance	718 49
		<hr/>
		\$1,174 95 \$1,174 95

<i>Dr.</i>		<i>Cr.</i>
Sept. 30, 1884—To balance	\$718 49	
“ 41 money orders issued . .	909 69	
“ fees on the same	6 06	
“ 16 postal notes issued . . .	23 73	
“ fees on the same	48	
“ international m. o. issued.	5 00	
	15	
By 24 money orders paid . .		\$888 80
“ “ “ repaid.		
“ 14 postal notes paid		25 74
“ 2 “ “ repaid		5 90
“ deposit, 24963		313 00
“ 1 international m. o. paid		18 51
“ commissions June 30, '84.		28 87
Balance		382 78
	<hr/>	<hr/>
	\$1,663 60	\$1,663 60

OFFICE OF THE AUDITOR OF THE TREASURY }
 FOR THE POSTOFFICE DEPARTMENT. FORM }
 No. 715. RECORDING DIVISION.

STATEMENT OF MONEY ORDER ACCOUNT.

I. N. Hibbs, late Postmaster at Lewiston, Idaho, in money order account with the United States:

<i>Dr.</i>		<i>Cr.</i>
Oct. 11, 1884—To balance	\$382 78	
“ 52 money orders issued . .	967 20	
“ fees on the same	6 73	
“ 34 postal notes issued . . .	63 88	
“ fees on the same	10 02	
“ 2 international m. o. issued	20 00	
“ fees on the same	50	
By 15 money orders paid . .		\$612 53
“ “ “ repaid.		
“ 6 postal notes paid		8 25
“ “ “ repaid		
“ deposit		
“ 9 international m. o. paid		408 82
Balance		412 51
	<hr/>	<hr/>
	\$1,442 11	\$1,442 11

<i>Dr.</i>		<i>Cr.</i>	
Oct. 18th, 1884	To balance	\$412 51	
	“ 28 money orders issued..	541 60	
	“ fees on the same.....	3 80	
	“ 21 postal notes issued ..	42 16	
	“ fees on the same.....	63	
	“ 2 international m. o. issued	30 00	
	“ fees on the same.....	85	
	By 18 money orders paid..		\$571 08
	“ “ “ repaid.		
	“ 18 postal notes paid		26 65
	“ “ “ repaid...		4 00
	“ deposit		
	“ 1 international m. o. paid.		50 00
	Balance.....		379 82
		<hr/>	<hr/>
		\$1,031 55	\$1,031 55
Oct. 25.	—To balance.....	\$379 82	
	“ 31 money orders issued.	926 34	
	“ fees on the same	5 68	
	“ 16 postal notes issued ..	29 25	
	“ fees for the same	48	
	By 17 money orders paid..		\$891 33
	“ “ “ repaid.		
	“ 2 postal notes paid		4 65
	“ “ “ repaid ...		
	“ deposit		
	Balance.....		445 59
		<hr/>	<hr/>
		\$1,341 57	\$1,341 57
Nov. 1.	—To balance.....	\$445 59	
	“ 42 money orders issued..	1,282 09	
	“ fees on the same.....	7 62	
	“ 20 postal notes issued...	38 26	
	“ fees on the same.....	60	
	By 11 money orders paid..		\$555 07
	“ 1 “ “ repaid.		
	“ 7 postal notes paid		19 75
	“ “ “ repaid ...		
	“ deposit 25750		116 00
	Balance.....		1,083 34
		<hr/>	<hr/>
		\$1,774 16	\$1,774 16

<i>Dr.</i>		<i>Cr.</i>	
Nov. 8,	1884—To balance.....	\$1,083	34
	“ 39 money orders issued..	718	16
	“ fees on the same	5	20
	“ 25 postal notes issued...	52	07
	“ fees on the same	75	
	“ 1 international m.o. issued	4	87
	“ fees on the same.....	25	
	By 7 money orders paid...		\$365 90
	“ “ “ repaid.		
	“ 7 postal notes paid.....		19 24
	“ “ “ repaid ...		90
	“ deposit 25918.....		93 00
	“ 1 international m. o. paid		35 29
	Balance.....	1,350	31
		<hr/>	
		\$1,864	64
		\$1,864	64
Nov. 15.	—To balance	\$1,350	31
	“ 30 money orders issued..	476	60
	“ fees on the same	3	54
	“ 24 postal notes issued....	47	20
	“ fees on the same	72	
	By 15 money orders paid..		\$364 04
	“ “ “ repaid.		
	“ 18 postal notes paid....		36 27
	“ “ “ repaid...		
	“ deposit 26106.....		768 00
	Balance.....		710 06
		<hr/>	
		\$1,878	37
		\$1,878	37

OFFICE OF THE AUDITOR OF THE TREASURY

FOR THE POSTOFFICE DEPARTMENT. FORM

No. 715. RECORDING DIVISION.

STATEMENT OF MONEY ORDER ACCOUNT.

I. N. Hibbs, late Postmaster at Lewiston, Idaho, in Money Order account with the United States.

<i>Dr.</i>		<i>Cr.</i>	
Nov. 24, 1884.	—To balance.....	\$710	06
	“ 32 money orders issued..	399	60
	“ fees on the same.....	3	57
	“ 30 postal notes issued ..	63	93
	“ fees on the same	90	

<i>Dr.</i>	<i>Cr.</i>
Nov. 24, 1884—By 21 money orders paid..	\$1,037 22
" " " repaid.	
" 11 postal notes paid....	29 67
" 1 " " repaid....	4 99
" deposit.....	
Balance.....	106 18
	<hr/> \$1,178 06 \$1,178 06
Nov. 29.	
—To balance	\$106 18
" 36 money orders issued..	1,288 57
" fees on the same	7 38
" 22 postal notes issued...	49 00
" fees on the same.....	66
" 3 international m.o. issued	60 00
" fees on the same	90
By 24 money orders paid ..	\$1,121 30
" " " repaid.	
" 6 postal notes paid.....	12 25
" " " repaid..	
" deposit.....	
Balance.....	379 14
	<hr/> \$1,512 69 \$1,512 69
Dec. 6.	
—To balance	\$379 14
" 37 money orders issued..	767 68
" fees on the same.....	4 20
" 37 postal notes issued...	71 24
" fees on the same.....	1 11
" 1 international m.o. issued	
\$24 35, and fee on same	
50 cents.....	24 85
" cash from P. M. at Port-	
land, Oregon.....	500 00
By 22 money orders paid ..	\$331 67
" " " repaid.	
" postal notes paid.....	
" " " repaid.....	
" deposit	
Balance	1,416 55
	<hr/> \$1,748 22 \$1,748 22

Dr.

Cr.

Dec. 13, 1884—To balance	\$1,416 55	
“ 24 money orders issued..	627 60	
“ fees on the same	3 76	
“ 29 postal notes issued...	61 28	
“ fees on the same	87	
“ 1 international m. o. issued	40 00	
“ fee on same.	60	
By 14 money orders paid ..		\$445 22
“ “ “ repaid.		
“ 11 postal notes paid		14 95
“ 2 “ “ repaid ..		2 92
“ deposit, 26957		300 00
Balance		1,387 57
		<hr/>
	\$2,150 66	\$2,150 66

Dec. 20. —To balance	\$1,387 57	
“ 32 money orders issued..	834 95	
“ fees on the same	5 19	
“ 27 postal notes issued...	54 43	
“ fees on the same	81	
“ 1 international m.o.	49 71	
“ fee on same	75	
By 15 money orders paid ..		\$127 50
“ 1 “ “ repaid.		20 00
“ 16 postal notes paid		40 25
“ 1 “ “ repaid...		1 00
“ deposit		
Balance		2,144 66
		<hr/>
	\$2,333 41	\$2,333 41

Dec. 31. —To balance	\$2,144 66	
“ 27 money orders issued..	676 32	
“ fees on the same	4 43	
“ 21 postal notes issued...	34 69	
“ fees on the same	63	
“ 1 international m.o. issued	9 74	
“ fee on the same	25	

<i>Dr.</i>		<i>Cr.</i>
Dec. 31, 1884—By 37 money orders paid ..		\$555 49
“ “ “ repaid.		
“ 15 postal notes paid		38 31
“ 1 “ “ repaid ..		1 00
“ deposit.....		
Balance		2,275 92
		<hr/>
		\$2,870 72 \$2,870 72

OFFICE OF THE AUDITOR OF THE TREASURY }
 FOR THE POSTOFFICE DEPARTMENT. FORM }
 715. RECORDING DIVISION.

STATEMENT OF MONEY ORDER ACCOUNT.

I. N. Hibbs, late Postmaster at Lewiston, Idaho, in money order account with the United States:

<i>Dr.</i>		<i>Cr.</i>
Jan. 10, 1885.—To balance	\$2,275 92	
“ 24 money orders issued..	613 82	
“ fees on the same	3 80	
“ 34 postal notes issued...	63 40	
“ fees on the same.....	1 02	
By 15 money orders paid ..		\$473 54
“ “ “ repaid.		
“ 1 postal note paid.....		3 69
“ “ “ repaid		
“ deposit 27190		400 00
“ 1 international m. o. paid		5 32
Balance		2,075 41
		<hr/>
		\$2,957 96 \$2,957 96
Jan. 17. —To balance	\$2,075 41	
“ 23 money orders issued..	354 70	
“ fees on the same.....	2 76	
“ 34 postal notes issued...	47 68	
“ fees on the same.....	1 02	
“ 1 international m.o. issued	5 00	
“ fees on the same.....	15	

<i>Dr.</i>		<i>Cr.</i>	
Jan. 17, 1885—	By 17 money orders paid ..	\$385	35
	“ “ “ repaid.		
	“ 1 postal note paid	3	18
	“ “ “ repaid		
	“ deposit, ^{27705 27737 27738} _{36c 560 200}	1,120	00
	Balance	978	19
		<hr/>	
		\$2,486	72
		\$2,486	72
Jan. 24.	—To balance	\$978	19
	“ 25 money orders issued..	703	07
	“ fees on the same	4	31
	“ 25 postal notes issued...	54	78
	“ fees on the same	75	
	“ cash from P. M., Port- land, Or.....	700	00
	By 15 money orders paid ..	\$626	27
	“ “ “ repaid.		
	“ 21 postal notes paid	53	52
	“ “ “ repaid...		
	“ deposit		
	Balance	1,761	31
		<hr/>	
		\$2,441	10
		\$2,441	10
Jan. 31.	—To balance	\$1,761	31
	“ 35 money orders issued..	908	70
	“ fees on the same	5	70
	“ 31 postal notes issued...	58	26
	“ fees on the same	93	
	“ 5 international m.o. issued	154	35
	“ fees on the same.....	3	45
	By 20 money orders paid ..	\$812	17
	“ “ “ repaid.		
	“ 7 postal notes paid	22	56
	“ “ “ repaid....		
	“ deposit, 28135	380	00
	Balance	1,677	57
		<hr/>	
		\$2,892	70
		\$2,892	70

*Dr.**Cr.*

Feb. 7, 1885—To balance.....	\$1,677 57	
" 27 money orders issued..	540 29	
" fees on the same	3 44	
" 35 postal notes issued...	66 19	
" fee on the same.....	1 05	
" 2 international m.o. issued	8 00	
" fees on the same.....	30	
By 19 money orders paid..		\$661 16
" " " repaid.		
" 17 postal notes paid....		39 69
" " " repaid..		
" deposit		
" c'miss'ns Sept. 30th, 1884		22 12
Balance.....		1,573 87
		<hr/>
	\$2,296 84	\$2,296 84

Feb. 14, 1885—To balance.....	\$1,573 87	
" 32 money orders issued..	490 23	
" fees on the same.....	3 93	
" 27 postal notes issued..	48 42	
" fees on the same.....	81	
" 1 international m.o. issued	39 50	
"	60	
By 13 money orders paid..		565 14
" " " repaid		
" 13 postal notes paid....		19 94
" " " repaid...		
" deposit ^{28613 28430} _{155 625}		790 00
Balance....		782 28
		<hr/>
	\$2,157 36	\$2,157 36

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STATEMENT OF MONEY ORDER ACCOUNT.

I. N. Hibbs, late Postmaster at Lewiston, Idaho, in money order account with the United States.

<i>Dr.</i>		<i>Cr.</i>	
Feb. 21, 1885—	To balance....	\$ 782	28
	“ 43 money orders issued.	1,438	12
	“ fees on the same.....	8	20
	“ 34 postal notes issued...	60	22
	“ fees on the same.....	1	02
	By 18 money orders paid...	458	53
	“ 1 “ “ repaid..	1	75
	“ 17 postal notes paid	41	00
	“ 1 “ “ repaid....	1	50
	“ deposit.		
	Balance.....	1787	06
		<hr/>	<hr/>
		\$2,289	84
		\$2,289	84
Feb. 28.	—To balance.....	\$1,787	06
	“ 33 money orders issued.	1,130	52
	“ fees on the same.....	6	34
	“ 26 postal notes issued...	39	23
	“ fees on the same... ..	78	
	By 8 money orders paid ...	\$370	40
	“ “ “ repaid.		
	“ 1 postal notes paid	1	25
	“ 1 “ “ repaid		26
	“ deposit.....		
	Balance.....	2,592	02
		<hr/>	<hr/>
		\$2,963	93
		\$2,963	93
Mar. 7.	—To balance.....	\$2,592	02
	“ 40 money orders issued..	857	18
	“ fees on the same.....	5	78
	“ 27 postal notes issued...	56	20
	“ fees on the same.....	81	
	“ 1 international m.o. issued	20	00
	“ fees on the same.....	50	

<i>Dr.</i>		<i>Cr.</i>
Mar. 7, 1885—	By 10 money orders paid ..	\$319 15
	“ “ repaid.	
	“ 6 postal notes paid.....	17 99
	“ 1 “ “ repaid...	1 50
	“ deposits ²⁸⁹⁸² ₆₅₀ ²⁹⁰³³ ₆₀₀	1,250 00
	Balance.....	1,943 85
		<hr/>
		\$3,532 49 \$3,532 49
Mar. 14.	—To balance.....	\$1,943 85
	“ 40 money orders issued..	1,179 35
	“ fees on the same.....	6 92
	“ 27 postal notes issued...	53 76
	“ fees on the same.....	81
	By 14 money orders paid..	523 35
	“ 1 “ “ repaid.	8 00
	“ 12 postal notes paid.....	32 75
	“ “ “ repaid...	
	“ deposit.....	
	Balance.....	2,620 59
		<hr/>
		\$3,184 69 \$3,184 69
Mar. 21.	—To balance.....	\$2,620 59
	“ 30 money orders issued..	785 72
	“ fees on the same.....	4 95
	“ 17 postal notes issued...	34 31
	“ fees on the same.....	51
	“ 1 international m.o. issued	3 00
	“ fee on the same.....	25
	By 14 money orders paid..	\$229 65
	“ “ “ repaid	
	“ 8 postal notes paid.....	24 49
	“ “ “ repaid....	
	“ deposit ²⁹⁴⁰⁷ ₄₀₀ ²⁹⁴⁰⁸ ₂₀₀	600 00
	Balance.....	2,595 19
		<hr/>
		\$3,449 33 \$3,449 33

<i>Dr.</i>		<i>Cr.</i>
Mar. 31, 1885—To balance	\$2,595 19	
“ 47 money orders issued..	960 43	
“ fees on the same	6 62	
“ 33 postal notes issued. . .	68 77	
“ fees on the same	99	
By 16 money orders paid..		\$632 77
“ “ “ repaid.		
“ 1 postal note paid		1 00
“ “ “ repaid		
“ deposit ^{29152 29524 29718 29693} _{334 750 100 50} .		1,234 00
Balance		1,764 23
	<hr/>	<hr/>
	\$3,632 00	\$3,632 00

OFFICE OF THE AUDITOR OF THE TREASURY }
 FOR THE POSTOFFICE DEPARTMENT. FORM }
 No. 715. RECORDING DIVISION.

STATEMENT OF MONEY ORDER ACCOUNT.

I. N. Hibbs, late Postmaster at Lewiston, Idaho, in money order account with the United States:

<i>Dr.</i>		<i>Cr.</i>
April 11, 1885—To balance	\$1,764 23	
“ 65 money orders issued. .	1,770 70	
“ fees on the same	10 61	
“ 34 postal notes issued. . .	76 55	
“ fees on the same	1 11	
“ 2 international m.o. issued	100 00	
“ fees on the same	1 50	
By 24 money orders paid..		\$431 05
“ “ “ repaid.		
“ 19 postal notes paid		37 14
“ 1 “ “ repaid.		1 50
“ deposit		
“ 1 international m. o. paid.		50 00
Balance		3,205 01
	<hr/>	<hr/>
	\$3,724 70	\$3,724 70

<i>Dr.</i>	<i>Cr.</i>
April 18, 1885—To balance \$3,205 01 " 24 money orders issued . . . 575 87 " fees on the same 3 81 " 16 postal notes issued . . . 24 50 " fees on the same 48 By 14 money orders paid . . . " " " repaid . . . " 1 postal note paid " " " repaid . . . " deposit, 30220 Balance	\$435 74 4 25 850 00 2,519 68
	<hr/> \$3,809 67 \$3,809 67
April 25. —To balance \$2,519 68 " 25 money orders issued . . 630 32 " fees on the same 3 88 " 24 postal notes issued . . . 56 22 " fees on the same 72 " 2 international m.o. issued . 44 48 " fee on the same 75 By 11 money orders paid . . . " " " repaid . . . " 6 postal notes paid " " " repaid . . . " deposit Balance	\$380 05 10 40 2,865 60
	<hr/> \$3,256 05 \$3,256 05
May 2. —To balance \$2,865 60 " 34 money orders issued . . 991 51 " fees on the same 5 93 " 16 postal notes issued . . . 29 72 " fees on the same 45 " 1 international m.o. issued . 29 22 " fee on the same 45 By 11 money orders paid . . . " " " repaid . . . " 5 postal notes paid " " " repaid . . . " deposit " 4 international m. o. paid Balance	\$244 92 11 50 200 00 3,466 46
	<hr/> \$3,922 88 \$3,922 88

<i>Dr.</i>		<i>Cr.</i>
May 9, 1885—	To balance.....	\$3,466 46
	“ 33 money orders issued..	337 13
	“ fees on the same.....	4 82
	“ 16 postal notes issued...	27 49
	“ fees on the same.....	48
	“ 1 international m.o. issued	8 00
	“ fee on the same....	25
	By 14 money orders paid ..	\$496 55
	“ 1 “ “ repaid....	15 50
	“ 6 postal notes paid.....	13 50
	“ “ “ repaid...	
	“ deposit.....	
	Balance.....	3,719 08
		<hr/>
		\$4,244 63
		<hr/>
		\$4,244 63
May 10.	—To balance.....	\$3,719 08
	“ 32 money orders issued..	427 77
	“ fees on same	3 61
	“ 20 postal notes issued...	38 03
	“ fees on the same	60
	“ 1 international m.o. issued	20 00
	“ fee on the same.....	50
	By 14 money orders paid ..	\$266 87
	“ “ “ repaid.	
	“ 7 postal notes paid.....	13 52
	“ “ “ repaid....	
	“ deposit, 29951.....	800 00
	Balance.....	3,129 20
		<hr/>
		\$4,209 59
		<hr/>
		\$4,209 59

OFFICE OF THE AUDITOR OF THE TREASURY }
 FOR THE POSTOFFICE DEPARTMENT, FORM }
 No. 715. RECORDING DIVISION.

STATEMENT OF MONEY ORDER ACCOUNT.

I. N. Hibbs, late Postmaster at Lewiston, Idaho, in money order acct. with the United States.

<i>Dr.</i>		<i>Cr.</i>
May 23, 1885—	To balance.....	\$3,129 20
	“ 33 money orders issued.	570 92
	“ fees on the same.....	4 19
	“ 34 postal notes issued...	39 60
	“ fees on the same.....	72

Dr.	Cr.
May 23, 1885—By 11 money orders paid..	\$211 66
" " " repaid..	
" 7 postal note paid.....	17 15
" " " repaid....	
" deposit <small>31118 31119 31152 31182</small> <small>453 45 2 33</small> <small>93929 45150 931123</small> <small>1200 600 59840</small>	2,954 40
Balance.....	561 42
<hr/>	
\$3,744 63	\$3,744 63
May 30.	
—To balance.....	\$561 42
" 35 money orders issued .	729 19
" fees on the same.....	4 98
" 19 postal notes issued. . .	40 16
" fees on the same.....	57
By 6 money orders paid...	\$143 10
" " " repaid.	
" 10 postal notes paid....	22 45
" " " repaid....	
" deposit <small>31278 31271 31284</small> <small>159 96 115</small>	370 00
Balance.	800 77
<hr/>	
\$1,336 32	\$1,336 32
June 6.	
— To balance.....	\$ 800 77
" 35 money orders issued..	470 35
" fees on the same.....	3 86
" 29 postal notes issued... ..	67 36
" fees on the same.....	87
By 11 money orders paid..	\$386 65
" " " repaid.	
" 9 postal notes paid.....	18 29
" 1 " " repaid..	2 00
" deposit <small>31450 31477 31516 31574</small> <small>110 95 85 90</small> <small>31575</small> <small>29</small>	409 00
Balance.....	527 27
<hr/>	
\$1,343 21	\$1,343 21

<i>Dr.</i>		<i>Cr.</i>
June 13, 1885—To balance.....	\$527 27	
“ 31 money orders issued... 403 47		
“ fees on the same..... 3 46		
“ 17 postal notes issued.... 21 19		
“ fees on the same..... 51		
By 14 money orders paid....		\$446 25
“ “ “ repaid...		
“ 3 postal notes paid.....		7 49
“ “ “ repaid..		
“ deposit ^{31643 31781 31782} _{118 175 163}		456 00
“ amt. turned over to C. G.		
Gress, P. M.....		178 10
Balance.....		131 94
	<hr/>	<hr/>
	\$1,087 84	\$1,087 84
By balance,		\$131 94
“ issued by P. M. between		
Apr. 17 and 23, 395 money		
orders issued, not a c-		
counted for.....	\$33,515 15	
“ fees on the same..... 173 91		
“ postal notes issued.....		
“ fees on the same.....		
By commission qr. ending Dec.		
31st, \$26 70; Mar. 31st,		
\$24 97.....		51 67
“ commission fractional. qr.		
ending June 13th, '85....		20 04
“ money orders paid.....		
“ amount collected between		
July 18th, 1885 and Mar.		
13th, 1886, ^{95184 8424 40662} _{600 600 1200}		
^{26240 1773 52827} _{6000 9702 50 600}		12,702 50
“ postal notes paid ^{72559 1620} _{600 600}		
^{75224 5060 4029} _{600 598 634 95}		3,632 95
“ postal notes repaid.....		
May 18. “ deposit, amount received		
from State Bank, Neb.		
⁶⁴⁴⁴ ₆₀₀		600 00

<i>Dr.</i>		<i>Cr.</i>
May 27, 1885—	By amount to cr. of m.o. acct.	\$600 00
June 25.	“ amount collected from Omaha, Neb. 8363....	600 00
	Balance	20,349 96
		<hr/>
		\$38,689 06
		\$38,689 06
June 25.	To balance due the U. S...	\$20,349 96
	“ money orders issued....	
	“ fees on the same.....	
	“ postal notes issued.....	
	“ fees on the same.....	
	By money orders paid.....	
	“ “ “ repaid....	
	“ postal notes paid.....	
	“ “ “ repaid.....	
	“ deposit	
	Balance	
		<hr/>
		\$

(Defendant's "Exhibit A")

STATEMENT FROM MONEY ORDER BUREAU.

Amount found on person of Hibbs.....	\$10,513 35.
Payments made therefrom.....	
June 19,'85 on Hibb's order to W. F. Kettenbach, for Theodore Davie, Att'y for Hibbs, the sum of.....	\$500 00
Paid for telegram sent by Hibbs.....	1 10
For clothing for Hibbs.....	43 75
For food from hotel for Hibbs.....	16 00
	<hr/>
Total paid without any order from Court	\$560 85
Paid Sept. 11,'85 to Hibb's Att'y by order of Chief Justice to Registrar.....	\$810 85
	<hr/>
Net amount deposited.....	\$9,702 50

*In the District Court of the United States, for the District
of Idaho.*

THE UNITED STATES,

Plaintiff,

vs.

JOSEPH ALEXANDER, J. D. C. THIES-
SEN, W. F. KETTENBACH, JOHN H.
EVANS AND RAY WOODWORTH,
Defendants.

Motion to Set Aside Order Denying New Trial.

Pursuant to the notice heretofore made in open Court and entered of record in the above entitled cause, now come the defendants and move the Court upon affidavits of Joseph Alexander, Frank H. Grierson and James W. Reid, filed herein, and upon the papers, proceedings, files and records in the above entitled action, to set aside and vacate the order issued by John L. Logan, as the pretended Judge of the First Judicial District of the Territory of Idaho, on the 6th day of December, 1889, and filed on said date, denying motion for a new trial herein.

The said motion will be based upon the ground that said John L. Logan was not Judge of said district when said order was made, issued and filed, and that said Logan had no authority to make and issue said order; that Hon. Willis Sweet was at the time Judge of said district, and performing the duties of said judgeship.

JAS. W. REID,

Attorney for Defendants.

[Endorsed as follows]: In the District Court of the United States, District of Idaho. The United States vs.

Jos. Alexander and others. Motion to set aside and vacate order denying motion for a new trial. Filed May 19th, 1891. A. L. Richardson, Clerk. Service by copy admitted this 19th day of May, 1891. Fremont Wood, Attorney for Pltff.

In the United States District Court for Idaho.

THE UNITED STATES	}
VS.	
JOSEPH ALEXANDER ET AL.	

**Motion to Set Aside an Order Overruling a Motion
for New Trial.**

Fremont Wood, U. S. Attorney for Plaintiff.

James W. Reid, Attorney for Defendant and the motion.

BEATTY, J.—

Trial of this cause having been had and judgment rendered in the First District Court of Idaho Territory and a statement upon motion for a new trial having been settled, such motion was, on April 15th, 1889, taken under advisement by the Judge (Logan) of said Territorial Court. On November 19th, 1889, another Judge (Sweet) was appointed as the successor of said Logan, and on November 25th, 1889, at Boise City, Idaho, duly qualified. On November 27th, 1889, said Logan, as Judge of said Court, signed the order overruling the motion for a new trial, which was on December 6th, 1889, filed by the Clerk of the Court.

The defendants claim such order was made without authority and ask its annulment. It is not, and cannot be disputed, that on the day this order was signed, said

Sweet was the duly appointed and qualified Judge of said Territorial Court and was then fully authorized to assume the duties thereof; neither will it be disputed that, if he had in fact then taken possession of such office, was then in the discharge of its duties, and was then generally known and recognized as such officer, no other person could at the same time exercise any authority as Judge of that Court. It must also be admitted said Sweet was the *de jure* Judge, but it remains for determination whether said Logan was the *de facto* Judge, and upon this question rests that of the validity of the order. At the threshold of the argument is raised the proposition of the right, in a collateral proceeding, to determine who was the legal officer. It is claimed that in this action, we cannot look beyond the act of the officer and investigate his title to the office, but that the order must be accepted as one made by the *de facto* officer, and as valid. This proposition, unconditionally accepted, would make valid the unauthorized proceedings of a mere intruder into an office of anyone, who might assume without the semblance of authority, to act and thus leave us remediless against usurpation and the grossest injustice. True, we could by *quo warranto*, determine who is the rightful claimant to an office, but the resulting judgment could no more be pleaded in a collateral proceeding than any other fact militating against such claimant's right. While the question of strict title to an office can be inquired into and determined only by a direct proceeding, and while Courts will not, in a collateral proceeding, make such investigation they may and will make such inquiry as will establish the line between the mere intruder into an office and one

holding it under some color of title, some semblance of right; between him without any authority whatever and the *de facto* officer.

It has long been established that as to the public and third person, the acts of a *de facto* officer are valid, and their virtues cannot be impeached by an inquiry, in a collateral way, into the strict title to the office. This rule is established as a matter of public policy and necessity for the protection of the public who have dealings with officials. It would be a disastrously inconvenient requirement, that all who have business with an official person, must, before it can be transacted, inquire into the validity of the official's claim to the office, and that acts of those who have not legal right, although the semblance thereof, must in all cases be held void. We think the rule is that inquiry into the title to the office, of a party acting therein, may be pursued far enough, in any case to show whether or not he is a *de facto* officer, but farther than this, the investigation will not go in a collateral proceeding.

The question here arises; what is a *de facto* officer? Generally there must be found some color of title, some semblance of right to the office, either by some election or appointment though invalid upon which the claim rests.

The possession by the claimant of the office and the *indicia* thereof, the performance by him of the duties in such an open, public manner as will justify the public generally in the belief that he is the officer, and especially the recognition by the people of, and their acquiescence in, his acts as such officer are all elements which go to establish the character of a *de facto* officer.

When one has been elected or appointed to an office, which he continues to hold and of which he continues to perform the duties, even after the expiration of his term, but under some contest or claim of title, and he not only performs the duties but is generally recognized by the public as the officer, and his acts are acquiesced in, he is a *de facto* officer, or, even if there were no contest, and the old officer continues to be regarded as the officer, and to act as such, even after his successor is elected or appointed, and without his knowledge qualifies, his acts, so performed in good faith, may still be held valid, but if the new officer has qualified and assumed the duties of his office, and is generally known and recognized as the officer, the acts thereafter of the old officer, even though performed in good faith, cannot be held official or legal, for the reason, that such facts make the new officer not only a *de jure*, but also a *de facto* officer, and there cannot be two *de facto* officers at the same time. When, therefore, the acts of the retiring officer will be sustained as those of a *de facto* officer, must depend much upon the facts and circumstances of each case.

What are the controlling facts in this case? In addition to those already stated, it appears from the defendants' affidavits that said Sweet qualified and *assumed the duties of the office on November 25th*, which he thence continued to perform; that he was generally, *from that date, recognized by the people and bar as the Judge*; that on November 27th the Clerk of the Court received at Lewiston, Idaho, where said Logan then was, information from said Sweet that he was in the District and had qualified, which information said Clerk at once communicated to said Logan,

and then left to meet said Sweet, to act as his Clerk; that upon his return to Lewiston, said Logan gave him said order on December 6th, to be filed, and it appears that on November 19th said Logan tendered his resignation, and on the next day saw the notice of said Sweet's appointment.

The U. S. Attorney says in his affidavit, *upon his information*, that said Sweet did not assume his new duties until after said order was signed on November 27, and that said Clerk informed him that said Logan signed said order on said day, before he was informed said Sweet had assumed such duties, and that receiving such information, he performed no other official acts.

If this order is of force only from the date it was *filed*, no doubt can be entertained of its invalidity, for it is clear, that prior to that time, said Sweet had both qualified and assumed his duties, and his authority to do so was not disputed, but was fully recognized by said Logan, who had ceased to act.

If the order was signed by said Logan on the 27th day of November *after* he was informed his said successor had assumed his duties, it would be void. It is, however, both asserted *positively*, and denied, *but on information*, that such was the fact. If it had already been signed, when the Clerk, on said day, communicated the information referred to, it is strange it was not delivered to the Clerk to be filed; that it was not, is strongly suggestive, either that it had not been signed, or if signed, that the Judge doubted its validity and held it for further consideration; if so held, then it was not an order, even though signed, and subsequent conclusions or determinations con-

cerning it can give it validity, under the facts as they appear in the record.

After a full examination of all the facts it is concluded the order was erroneously made, and was not justified under the circumstances.

There is also another reason why this order should not be sustained: It was made when it was well known by all, including the Judge who made it, that another Judge had been appointed whose qualification and assumption of the duties of the office it was reasonable to anticipate might any day occur. By little care and inquiry it could easily have been learned just when this would happen, and thus avoid unnecessary conflict, and especially might this have been done, as there was no such emergency as demanded hasty action. Judicial officers, of all others, should observe the greatest care in the exercise of the important power delegated to them. In view of all the circumstances I think the order was improvidently made; to hold it valid would be a precedent, justifying a practice which Courts should discourage rather than sustain. Courts have sustained the acts of *de facto* officers only as a matter of necessity to avoid serious damage to those not at fault, but the encouragement of a careless practice on this subject would result in far greater injury than benefit. Rather it is better that it be understood that the acts and orders of those without the legal right to exercise official trust must pass the ordeal of the closest scrutiny, and be ratified only so far as justified by public policy and necessity.

The defendants' motion to set aside the order complained of *is granted*.

BEATTY, Judge.

[Endorsed as follows]: United States vs. Joseph Alexander et Al. Opinion. Filed May 25th, 1891. A. L. Richardson, Clerk.

In the District Court of United States for District of Idaho.

UNITED STATES

VS.

ALEXANDER ET AL.

Opinion on Motion for a New Trial.

(As this is more as a memorandum of my conclusion than an opinion it is not designed for publication.)

In this action the Government claims that when Hibbs was removed from the Lewiston P. O. in 1885 he was in default to the Government in the sum of \$20,940 60. This action is upon the bond given by defendants as the sureties of Hibbs, the penalty of which is \$10,000, for which amount the Government procured judgment. The defendants are asking a new trial on account of alleged errors, chiefly in the exclusion of their testimony to show they were entitled to one credit of \$10,513 35 and two others, each of \$600, which if allowed would reduce the amount to which the Government would be entitled to judgment to the sum of \$8,931.93, or \$1,168 07 less than received.

While many questions have been discussed in the consideration of such motions, the controlling one is whether

the Territorial Court which tried this cause erred in excluding the testimony tendered by defendants to show the credits which they allege they are entitled to.

At the threshold of this question defendants are confronted by the provisions of Sec. 591, Rev. Stat., providing that: "In suits brought by the United States against individuals no claim for a credit shall be admitted upon trial except such as appear to have been presented to the accounting officer of the Treasury for their examination, and to have been by them disallowed," to which rule the section provides exceptions, but within which the defendants cannot be classed. Such a rule is absolutely necessary for the protection of the Government, and it not only contemplates that all claims must be presented to its duly appointed and designated officers for allowance, but it must appear from transcripts of the books of the Government that they were presented and the action had thereon. Could it be shown by the mere parol statements or declarations of the claimants then in a great measure the provisions and requirements of the section would be annulled.

It is the contemplation of the law that in all such actions the duly certified transcripts of the accounts as kept by the Government shall be the *prima facie* evidence of the true state of the account, and before parol evidence will be permitted such transcript must be procured, and by them it must appear that such credits as claimed in this case were presented and the action taken concerning them.

In the United States vs. Gilman, 9 Wall, 494, it is held not only that such claims of credits must be pre-

sented to the proper auditing officers their examination and action, but the facts must so appear by the transcripts from the books of the Government, and to prove such facts "parol evidence is wholly inadmissible. Evidence from the books of the Treasury in some form is indispensable."

At the trial the defendants failed to produce any such evidence, but asked to show the presentation and disallowance of the claimed credits by parol proof of a conversation had with some of the accounting officers of the Government, aided by a memorandum of figures taken or made at the time, and not by any certified transcripts of books.

It follows, therefore, that defendants' evidence as to the disallowance of their claims, as well as all evidence given or tendered to show the validity of such credits is wholly inadmissible, and the Court did not err in excluding the same.

On an examination of the record I am of the opinion that in this case the defendants have not suffered by the enforcement of this rule. Wherefrom it appears that when Hibbs was arrested early in the summer of 1885 in British Columbia there was found upon his person and taken from him at the time of his arrest the sum of \$10,-513.35; that between the time of his arrest and the 11th day of September, 1885, there was paid from said sum for the benefit of Hibbs the amount of \$810.85, leaving the sum of \$9,702.50.

From the Treasury's transcript of Hibbs' account filed in the case as evidence for the Government it appears among the credits allowed in such account between the

18th day of July, 1885, and the 13th day of March, 1886, the exact sum of \$9,702.50 was credited to Hibbs, and I am satisfied this is the same item of \$10,513.85 less the \$810.85 claimed by defendants as omitted credit. Also by the same transcript and between the same dates there are several other credits of \$600 each, so that I am forced to the conclusion that all that defendants claim or can claim has already been credited to the account, and still leaves an indebtedness due the Government largely in excess of the amount of the judgment.

The defendants prior to the trial demanded a copy of the statement of the account between the Government and Hibbs, and it not having been furnished them at the trial objected to the introduction of the same in evidence. Its admission by the Court is assigned an error.

While in this action the account as it stood between the Government and Hibbs was the asserting evidence in the case, and in a sense is the basis of the action, yet this is not a suit upon an account, but is directly upon the bond and for the amount of the penalty of such bond.

The provisions of Sec. 4209, Rev. Stat. of Idaho, that a copy of the account *must* be furnished when formally demanded, which is now invoked by the defts. I do not think applicable. I think defts. should have proceeded under the provisions of Sec. 4875, which contemplates that the Court may permit inspection, and copies to be taken of any documentary evidence to be used at the trial. The defts. did not proceed under this section, but admitting that the demand which they made was within its spirit and fairly included it, also that the demand made under is not one with which the Court can in its discre-

tion comply, but must enforce, and that in failing to enforce it in this case, committed an error; is it such an error as wrought actual damage to the defendants? I think the true rule is that, if error has been committed, and from the record it cannot be determined whether or not it resulted in damage, it must be presumed injury followed, and a new trial should be granted, but when the record shows clearly the error was harmless, it should be disregarded.

Suppose, in this case, the transcript had been shown defts. it could not have resulted to their benefit, for it showed a balance due the Government of over \$20,000; and as shown above, the defts. were not in a position to contradict the transcript. A copy, or inspection of it could not have benefited them, and such refusal of such copy did not damage them.

The defts. also claim the forged money order should have been set out in full. Cases have been cited in which it was held that items charged as "*Government Property* received and not properly accounted for," were not sufficiently stated, as they gave the defendant no notice whatever what is charged. In this case, however, they are charged as "*395 Money Orders issued*," just as all others are charged, to which is added "*not accounted for*." This is not only the form such items are always charged in the Government accounts, but it is sufficiently explicit to show what the items are, and I do not think defts. objections are tenable.

It has been intimated that the Government is ready and willing to accept a compromise of the case, but cannot do so while this judgment stands; that if a new trial

is granted the matter can be satisfactorily arranged. However willing the Court might be to see such settlement made, it cannot with that view, make an order which the record before it does not justify, and it must refuse the motion for a new trial, which is now so ordered.

BEATTY, Judge.

[Endorsed as follows]: No. 12. In U. S. District Court. The United States vs. Jos. Alexander et al. Opinion on motion for new trial. Filed Dec. 14th, 1891. A. L. Richardson, Clerk.

*In the District Court of the United States for the
District of Idaho.*

Petition for Writ of Error.

To the Honorable the Circuit Justice and the Circuit Judges of the United States Circuit Court of Appeals for the Ninth Circuit.

Comes now Joseph Alexander, F. W. Kettenbach, Administrator of W. F. Kettenbach, John H. Evans, Ray Woodworth, and J. D. C. Thiessen, and by their petition for a writ of error herein, humbly sheweth to the Court :

I. That on the 14th day of August, 1886, in the District Court of the First Judicial District of Idaho, sitting for the trial of causes arising under the Constitution and laws of the United States, an action was instituted by the United States as plaintiff against your petitioners as sureties upon the official bond of I. N. Hibbs, late Postmaster at Lewiston, Idaho Territory, to recover the sum of ten thousand dollars, alleged to be due on the bond of said Postmaster.

II. That at the April term, 1887, a trial of said action was had and judgment recovered by the United States against your petitioners for the said sum of ten thousand dollars, together with the costs of the action.

III. That from said judgment your petitioners appealed to the Supreme Court of the Territory of Idaho, now State of Idaho, and the said judgment was reversed by said Supreme Court, and a new trial awarded to your petitioners.

IV. That at the November term, 1888, of said Court, another trial of the said action was had before his Honor John L. Logan and a jury, and a verdict by direction of the Court, was returned against your petitioners and judgment thereon decreed for the sum of ten thousand dollars.

V. That your petitioners, duly and according to law, on their statement of the case and assignment of errors, moved the Court for a new trial of the said cause and after hearing argument thereof, both by attorneys representing the plaintiff, the United States, and your petitioners, on April 15th, 1889, the said Court, to-wit, the Honorable John L. Logan, judge thereof, took the matter under advisement.

VI. That on November the 19th, 1889, another judge, to-wit, the Honorable Willis Sweet, was appointed as the successor of the said Judge Logan, and on November the 25th, 1889, at Boise City, Idaho, duly qualified as such judge.

VII. That on the 27th day of November, 1889, the said Honorable John L. Logan, as judge of said Court, signed an order overruling the mo-

tion for a new trial, which was on December 6th, 1889, filed by the Clerk of said Court.

VIII. That from November 19th, 1889, until July the 3rd, 1890, the said Honorable Willis Sweet was the duly qualified and acting judge of the said district wherein this said cause was pending, as the successor of the said John L. Logan, and the said Honorable Willis Sweet had been of counsel for your petitioners, these defendants in the preceding trials heretofore set out, and was therefore disqualified to sit upon the hearing of any motion to set aside the order of the said Honorable John L. Logan refusing a new trial, and no other judge, during said time held any term of Court in said district for the trial of causes arising under the laws and Constitution of the United States, and therefore no action or proceeding could be had in said cause from said 19th day of November, 1889, until the 3rd day of July, 1890.

IX. That on the 3d day of July, 1890, the said Territory of Idaho was admitted into the Union as one of the States of the United States, and the said District Court of the United States established in and for the District of Idaho, and by operation and virtue of the provisions of the statute admitting the said Territory of Idaho into the Union as one of the States of the United States, this said cause was removed from the said District Court of the First Judicial District of Idaho, sitting for the trial of United States causes, to the said District Court of the United States in and for the District of Idaho.

X. That no Judge of the said District Court of the United States for the District of Idaho was appointed by the President of the United States until the 7th day

of March, 1891, and your petitioners had no opportunity to move to set aside the order of the said John L. Logan, or to take an appeal from said order for the reasons hereinbefore stated.

XI. That on the 19th day of May, 1891, your petitioners duly appeared in the said District Court of the United States for the District of Idaho and filed their written motion, moving the said Court to set aside the said order made by the said John L. Logan overruling their said motion for a new trial, whereupon, said motion was argued by the respective counsel, to-wit: Fremont Wood, Esq., Attorney for the District of Idaho, appearing on behalf of the United States, and James W. Reid, Esq., who appeared in behalf of your petitioners, and after such argument was duly submitted to the Court.

XII. That on the 25th day of May, 1891, the Court rendered a decision sustaining the said motion and setting aside the said order made by the said John L. Logan.

XIII. That afterwards, to-wit, on the 30th day of November, 1891, your petitioners duly appeared in the said District Court of the United States for the District of Idaho, in support of the motion for a new trial, which said motion was argued by the respective counsel, to-wit, Fremont Wood, Esq., United States Attorney for the District of Idaho, who appeared in behalf of the United States, and James W. Reid, who appeared in behalf of your petitioners, and after such argument was submitted to the Court.

XIV. That on the 14th day of December, 1891, the Court rendered a decision overruling said motion for a new trial, to which said ruling your petitioners then and there, by their counsel, excepted in due form of law.

Wherefore, your petitioners humbly pray that a Writ of Error be allowed to the United States Circuit Court of Appeals for the Ninth Circuit, returnable to the next regular term of said Court, from said order overruling the said motion for a new trial, and from the judgment heretofore rendered herein, and that such writ shall operate as a stay of proceedings under the judgment rendered herein.

JAS. W. REID,

Attorney for Petitioners.

Service of the foregoing petition for Writ of Error by copy admitted this 2d day of April, 1892.

FREMONT WOOD,

U. S. Attorney for Idaho.

(Endorsed as follows]: 12. Original United States Court of Appeals for the Ninth Circuit. Joseph Alexander, F. W. Kettenbach, Administrator of W. F. Kettenbach, John H. Evans, Ray Woodworth and J. D. C. Thiessen, Plaintiffs in Error, vs. The United States, Defendants in Error. Petition for Writ of Error. Filed March 21st, 1892. A. L. Richardson, Clerk.

United States Circuit Court of Appeals, for the Ninth Circuit.

JOSEPH ALEXANDER, F. W. KETTENBACH (Administrator of W. F. KETTENBACH), JOHN H. EVANS, RAY WOODWORTH and J. D. C. THIESSEN,	}
Plaintiffs in Error,	
vs.	
THE UNITED STATES, Defendants in Error.	

Assignment of Errors.

Afterwards, on the 25th day of March, in the year of our Lord 1892, at the term of the said United States Circuit Court of Appeals then to be holden at the City of San Francisco, in the State of California, come the plaintiffs in error above named by J. W. Reid, their attorney, and say that in the record and proceedings in the above entitled matter there is manifest error in this to-wit:

I.

The Court erred in sustaining the Demurrer to the Amended Answer filed at the May term, 1888.

II.

The Court erred in overruling the objections of defendants to the several questions asked the jurors on their *voir dire*.

III.

The Court erred in refusing to allow the defendants to challenge the panel of the jury.

IV.

The Court erred in allowing the attorney for the plaintiff to state to the jury that they would accept in evidence the records of the accounting officers in Washington.

V.

The Court erred in overruling the objections of defendants to the several questions propounded to witness Kreiss.

VI.

The Court erred in overruling the objections of defendants to the admission in evidence of the orders marked Exhibits "A" and "B."

VII.

The Court erred in overruling the objections of defendants to the admission of the accounts of I. N. Hibbs filed as exhibits in the cause and marked Exhibits "D" and "E."

VIII.

The Court erred in sustaining the objection of plaintiff to the questions asked by defendant of the witness W. F. Kettenbach.

IX.

The Court erred in sustaining plaintiff's objections to the questions asked by the defendants of the witness J. W. Reid.

X.

The Court erred in instructing the jury to bring in a verdict for the plaintiff.

XI.

The Court erred in overruling the motion of plaintiffs in error for a new trial on the assignment of error above set out.

Wherefore, the plaintiffs in error pray that the judgment and order of the said District Court of the United States for the District of Idaho be reversed, and that the said District Court of the United States of the District of Idaho be ordered to enter an order sustaining the motion of plaintiffs in error for a new trial.

JAS. W. REID,

Attorney for Appellants.

Service of the foregoing Assignment of Errors by copy admitted this 2d day of April, 1892.

FREMONT WOOD,

U. S. Attorney for Idaho.

[Endorsed as follows]: 12. United States Circuit Court of Appeals for the Ninth Circuit. Joseph Alexander, F. W. Kettenbach (administrator of W. F. Kettenbach), John H. Evans, Ray Woodworth and J. D. C. Thiessen, Plaintiffs in Error, vs. The United States, Defendants in Error. Assignment of Errors. Filed April 2d, 1892. A. L. Richardson, Clerk.

In the District Court of the United States for the District of Idaho.

THE UNITED STATES,

Plaintiff,

vs.

JOSEPH ALEXANDER, F. W. KETTEN-
BACH, (Administrator of W. F. KET-
TENBACH, deceased), JOHN H. EVANS,
RAY WOODWORTH, AND J. D. C.
THIESSEN,

Defendants.

Supersedeas Bond.

Know all men by these presents; that we, Joseph Alexander, F. W. Kettenbach, administrator of Wm. F. Kettenbach, deceased, John H. Evans, Ray Woodworth, J. D. C. Thiessen, and A. Binnard, C. C. Bunnell, H. Squier, D. M. White and P. M. Davis of the County of Nez Perce in the State of Idaho, are held and firmly bound unto the United States, the plaintiff above named, in the sum of twenty-five thousand dollars, to be paid to the said plaintiff, The United States, for the payment of which, well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated the 22nd day of January in the year of our Lord one thousand eight hundred and ninety-two.

Whereas, the above-named Joseph Alexander, F. W. Kettenbach, administrator of W. F. Kettenbach, John H. Evans, Ray Woodworth and J. D. C. Thiessen have

prosecuted an appeal to the United States Circuit Court of Appeals for the Ninth Circuit to reverse the decree rendered in the above-entitled suit, by the Judge of the District Court of the United States for the District of Idaho, overruling their motion for a new trial ;

Now, therefore, the condition of this obligation is such that if the above-bounden Joseph Alexander, F. W. Kettenbach, administrator of W. F. Kettenbach; John H. Evans, Ray Woodworth and J. D. C. Thiessen shall prosecute said appeal to effect and answer all damages and costs, if they fail to make said appeal good, then this obligation shall be void, otherwise the same shall be and remain in full force and virtue.

Sealed and delivered and taken and acknowledged, this 22nd day of January, 1892, before me.

J. M. HOWE, U. S. Commissioner.

JOSEPH ALEXANDER, (Seal)

F. W. KETTENBACH, administrator of the }
estate of W. F. Kettenbach, deceased, } (Seal)

JOHN H. EVANS, (Seal)

RAY WOODWORTH, }
By Jas. W. Reid, attorney, } (Seal)

J. D. C. THIESSEN, (Seal)

A. BINNARD, (Seal)

C. C. BUNNELL, (Seal)

H. SQUIER, (Seal)

G. M. WHITE, (Seal)

P. M. DAVIS, (Seal)

STATE OF IDAHO, }
County of Nez Perce, } ss.

C. C. Bunnell, being first duly sworn, makes oath that

he is a resident and freeholder of said County of Nez Perce and State of Idaho, and that he is worth the sum of ten thousand dollars over and above his liabilities and exemptions by law. C. C. BUNNELL.

Subscribed and sworn to before me this 22d day of January, 1892. J. M. HOWE, U. S. Commissioner.

STATE OF IDAHO, }
County of Nez Perce. } ss.

A. Binnard, being first duly sworn, makes oath that he is a resident and freeholder of said County of Nez Perce and State of Idaho, that he is worth the sum of twenty-five thousand dollars over and above his liabilities and exemptions by law. A. BINNARD.

Subscribed and sworn to before me this 22d day of January, 1892. J. M. HOWE, U. S. Commissioner.

STATE OF IDAHO, }
County of Nez Perce. } ss.

H. Squier, being first duly sworn, makes oath that he is a resident and freeholder of said County of Nez Perce and State of Idaho, and that he is worth the sum of ten (\$10,000) thousand dollars over and above his liabilities and exemptions by law. H. SQUIER.

Subscribed and sworn to before me this 22d day of January, 1892. J. M. HOWE, U. S. Commissioner.

STATE OF IDAHO, }
County of Nez Perce, } ss.

D. M. White, being first duly sworn, makes oath that he is a resident and freeholder of said County of Nez Perce and State of Idaho, and that he is worth the sum

of ten thousand dollars over and above his liabilities and exemptions by law. D. M. WHITE.

Subscribed and sworn to before me this 22d day of January, 1892. J. M. HOWE, U. S. Commissioner.

STATE OF IDAHO, }
County of Nez Perce, } ss.

P. M. Davis, being first duly sworn, makes oath that he is a resident and freeholder of said County of Nez Perce and State of Idaho, and that he is worth the sum of five thousand dollars over and above his liabilities and exemptions by law. P. M. DAVIS.

Subscribed and sworn to before me this 22d day of January, 1892. J. M. HOWE, U. S. Commissioner.

[Endorsed as follows]: 12. In the District Court of the United States, District of Idaho. Joseph Alexander and Others, Plaintiffs in Error, vs. The United States, Defendant in Error. Supersedeas Bond. Filed April 2d, 1892. A. L. Richardson, Clerk.

Journal Entries.

At a stated term of the District Court of the United States of America for the District of Idaho, held at the Court Room in Boise City, Idaho, on the 22d day of May, 1891.

Present, Hon. Jas. H. Beatty, Judge.

Civil, No. 12.

THE UNITED STATES }
vs. } For Recovery of Money.
JOS. ALEXANDER ET AL. }

On this day the defendants' motion to set aside and vacate the order herein, heretofore made, overruling the

motion for a new trial in said cause came regularly on to be heard. Jas. W. Reid, Esq., appearing as counsel for defendants and the motion, and Fremont Wood, U. S. Attorney, for plaintiff and against said motion, and after argument by the respective counsel, said motion was submitted and taken under advisement by the Court.

At a stated term of the District Court of the United States of America for the District of Idaho, held at the Court Room in Boise City, Idaho, on the 25th day of May, 1891.

Present, Hon. Jas. H. Beatty, Judge.

Civil, No. 12.

THE UNITED STATES	}	Recovery of Money.
VS.		
JOS. ALEXANDER ET AL.		

**Order Setting Aside Order Overruling Motion
for New Trial.**

On this day was announced the decision of the Court on the motion to set aside the order overruling the motion for a new trial herein, heretofore argued and submitted. Ordered that said motion be sustained, and that said order overruling the motion for a new trial in said cause be, and the same is hereby set aside and vacated.

At a stated term of the District Court of the United States of America for the District of Idaho, held at the Court Room, in Boise City, Idaho, on the 28th day of May, 1891.

Present Hon. Jas. H. Beatty, Judge.

Civil, No. 12.

THE UNITED STATES	}	Recovery of Money.
vs.		
JOS. ALEXANDER ET AL.		

By agreement of counsel ordered that the motion for a new trial herein be set for hearing on June 15th, 1891, and that execution on the judgment be stayed until that date.

At a stated term of the District Court of the United States of America for the District of Idaho, held at the court room in Boise City, Idaho, on the 8th day of June, 1892.

Present Hon. Jas. H. Beatty, Judge.
Civil, No. 12.

THE UNITED STATES	}	Recovery of Money.
vs.		
JOS. ALEXANDER ET AL.		

Ordered that the hearing on the motion for a new trial herein be postponed until the 30th inst. at 10 o'clock A. M.

At a stated term of the District Court of the United States of America for the District of Idaho, held at the court room, in Boise City, Idaho, on the 30th day of June, 1891.

Present Hon. Jas. H. Beatty, Judge.
Civil, No. 12.

Order for Defendants to File Bond.

THE UNITED STATES	}	Recovery of Money.
vs.		
JOS. ALEXANDER ET AL.		

On motion of the United States Attorney, ordered that

defendants file a bond in the sum of twenty thousand dollars within twenty days from this date, and in case said bond is filed then the execution on the judgment herein shall be stayed until the motion for a new trial in said cause shall be disposed of; otherwise the execution may issue. Ordered that the motion for a new trial herein be set for hearing on October 5th, 1891.

At a stated term of the District Court of the United States of America for the District of Idaho, held at the court room, in Boise City, Idaho, on the 6th day of October, 1891.

Present Hon. Jas. H. Beatty, Judge.

Civil, No. 12.

THE UNITED STATES

VS.

JOS. ALEXANDER ET AL.

Now came the parties by their respective attorneys of record and thereupon the death of one of the defendants herein was suggested, and by an agreement of said counsel, ordered that the motion for a new trial herein be continued.

At a stated term of the District Court of the United States of America for the District of Idaho, held at the court room, in Boise City, Idaho, on the 30th day of November, 1891.

Present Hon. Jas. H. Beatty, Judge.

Civil, No. 12.

THE UNITED STATES

VS.

JOS. ALEXANDER ET AL.

On this day, on motion of Jas. W. Reid, Esq., attor-

ney for defendants, ordered that Frank W. Kettenbach, as administrator of the estate of Wm. F. Kettenbach, deceased, be and he is hereby substituted as a party defendant herein in lieu of the said Wm. F. Kettenbach, deceased; thereupon the defendants' motion for a new trial in said cause came on regularly to be heard, and after argument by Jas. W. Reid, Esq., for the defendants and the motion, and by Fremont Wood, United States Attorney, against the same, said motion was submitted and taken under advisement by the Court.

At a stated term of the District Court of the United States of America for the District of Idaho, held at the court room, in Boise City, Idaho, on the 14th day of December, 1891.

Present Hon. H. Beatty, Judge.

Civil, No. 12.

THE UNITED STATES	}
VS.	
JOS. ALEXANDER ET AL.	

Order for Overruling Motion for a New Trial.

On this day was announced the decision of the Court on the motion for a new trial herein, heretofore argued and submitted, Ordered that said motion for a new trial be, and the same is hereby denied. The attorney for defendants not being present, the Court ordered that an exception to said ruling be and is hereby entered on behalf of defendants.

At a stated term of the District Court of the United States of America for the District of Idaho, held at the court room in Boise City, Idaho, on the 29th day of December, 1891.

Present Hon. Jas. H. Beatty, Judge.
Civil, No. 12.

THE UNITED STATES	}
VS.	
JOS. ALAXANDER ET AL.	

On application of defendant's attorney by wire ordered that there be a stay of proceedings herein for a period of thirty days from this date.

Citation.

United States Circuit Court of Appeals, for the Ninth Circuit.

UNITED STATES OF AMERICA, ss.

To Fremont Wood, Esq., United States District Attorney for the District of Idaho, Greeting:

You are hereby cited and admonished to be and appear before the United States Circuit Court of Appeals for the Ninth District, to be holden at the City of San Francisco, in the State of California, on the 2d day of May, 1892, pursuant to an appeal and writ of error filed in the Clerk's office of the District Court of the United States for the District of Idaho, wherein Joseph Alexander, F. W. Kettenbach, Administrator of W. F. Kettenbach, John H. Evans, Ray Woodworth and J. D. C. Thiessen are appellants, and the United States is respondent, to show cause, if any there be, why the judgment and decree, in the said writ of error mentioned, overruling a motion for a new trial, should not be corrected, and speedy justice should not be done to the parties in that behalf.

Witness the Honorable Melville W. Fuller, Chief Jus-

tice of the United States, this 2d day of April, in the year of our Lord 1892. JAS. H. BEATTY,

U. S. Distr. Judge for Idaho,

Attest: A. L. RICHARDSON, Clerk. (Seal.)

Service of the foregoing citation on appeal, by copy, admitted this 2d day of April, 1892.

FREMONT WOOD, U. S. Attorney for Idaho.

[Endorsed as follows]: 12. (Original) United States Circuit Court of Appeals, for the Ninth Circuit. Joseph Alexander, F. W. Kettenbach, Administrator of W. F. Kettenbach, John H. Evans, Ray Woodworth and J. D. C. Thiessen, Plaintiffs in Error, vs. The United States, Defendants in Error. Citation on Appeal. Filed April 2d, 1892. A. L. Richardson, Clerk.

LEWISTON, IDAHO, April 18th, 1892.

To A. L. Richardson, Esq., Clerk U. S. District Court.

Dear Sir:—Please make transcript of files in No. 12. U. S. vs. Alexander and others as follows:

1. Complaint.
2. Summons.
3. Answer.
4. Verdict.
5. Judgment.
6. Statement of case *in full* on motion for new trial.
7. Motion to set aside order of Judge Logan.
8. Ruling and opinion of Court on motion to set aside order of Judge Logan.
9. Opinion and order of Judge Beatty overruling motion for new trial.
10. Petition for Writ of Error, &c.

11. Undertaking on appeal or certificate that a proper undertaking approved by the Court has been filed.

Very truly yours,

J. W. REID, Atty for Defts.

P. S.—12. All Journal Entries in U. S. District Court since case was transferred there.

[Endorsed as follows]: No. 12. U. S. District Court. The United States, vs. Jos. Alexander, et Al. Precipe for transcript filed April 20th, 1892. A. L. Richardson, Clerk.

UNITED STATES OF AMERICA, }
District of Idaho. } ss.

I, A. L. Richardson, Clerk of the District Court of the United States for the District of Idaho, do hereby certify that the foregoing transcript of pages from 1 to 117 inclusive contain the original Writ of Error, and true and correct copies of the Complaint Summons—Amended Answer—Verdict—Judgment—Statement of Case on Motion for New Trial and Exhibits—Motion to Set Aside Order Denying New Trial—Ruling and Opinion on Motion to Set Aside Order of Judge Logan—Opinion and Order Overruling Motion for New Trial—Petition for Writ of Error—Assignment of Errors—Citation—Supersedeas Bond—Journal Entries—Precipe for Transcript and Clerk's Certificate—in the case of the United States against Joseph Alexander et Al. as the same appears upon the records and on file in my office.

In witness whereof I have hereunto set my hand and affixed the seal of said Court this 26th day of April, 1892.

A. L. RICHARDSON, Clerk.

[Endorsed :] No. 53. U. S. Circuit Court of Appeals for the Ninth Circuit. Joseph Alexander, et al., Plaintiffs in Error vs. The United States. Transcript of Record. Filed May 2, 1892.

F. D. MONCKTON,

Clerk.